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GENERAL HEADINGS.

Current Topics.

The Manchester Meeting.

THE ANNUAL Provincial Meeting of The Law Society is the one occasion in the year which affords opportunity for the discussion by the profession of matters of current legal interest. There is no dearth of such matters at the present moment, and in addition to the general survey contained in Mr. W. H. NORTON'S Presidential Address, a series of valuable papers were read and discussed. And the interest of the dinner given by the Manchester Law Society was increased by speeches from the Lord Chief Justice and Mr. Justice EVE. Lord HEWART dealt with the necessity for the appointment of additional judges, a motion for which was set down by the Attorney-General at the close of last session for 28th October, and this date has not, so far as can be gathered from the Parliamentary Papers, been altered, though it should have been possible to make the appointments before the courts sit. According to Lord HEWART, the necessity for obtaining Parliamentary authority for keeping the Bench up to the required number was due to a legislative oversight, and it may be hoped that this will be remedied.

The Attorney-General and Withdrawal of Prosecutions.

THE ACTION of the Attorney-General in withdrawing the charge of sedition against Mr. CAMPBELL, the acting editor of the *Workers' Weekly*, is primarily a question affecting the administration of justice on which we might properly express an opinion. It is likely, however, to become a matter of acute political controversy, and for the present, at any rate, we prefer to follow the example of The Law Society at Manchester and refrain from discussing the subject. There is every probability that all that can be said will be said very fully in the House of Commons next week, and there is Lord BIRKENHEAD, with his fifteen interrogatories in Thursday's *Times*, quite ready to make his contribution to debate. We are interested to see that as Sir F. E. SMITH, A.-G., he absolutely barred Cabinet interference in Government prosecutions.

Co-Partnership Schemes.

THE PAPER which was read at the Manchester meeting by Mr. P. H. EDWARDS (London) on "Co-Partnership Schemes and their Drafting Difficulties" should call the attention of solicitors to a subject which is becoming of increasing importance. Profit-sharing schemes, though they are comparatively new, have already been extensively used. Mr. EDWARDS, indeed,

says that the earliest schemes date as far back as 100 years ago, but he does not give us details. The real start he puts subsequent to 1884, and in the list of firms which have established such schemes, he puts LLOYDS BANK, LEVER BROS. LIMITED (Port Sunlight), BRYANT & MAY, BRUNNER MOND, CADBURY BROS., and ROWNTREE & Co., and, we are pleased to see, THE SOLICITORS' LAW STATIONERY SOCIETY, which supplies many of the wants of solicitors. Mr. EDWARDS states the scheme of the last-mentioned society, which certainly has the merit of simplicity, and from the large amount distributed during the last five years it would seem to have been satisfactory. The best businesses, he says, in which to start Co-partnership are large companies, and this, of course, is natural. Profit-sharing is doubtless possible in small companies and in private firms, but to make a scheme attractive and successful, there must be permanence in the business, and it must be carried on upon a scale sufficient to employ a large number of workpeople. The main object of the system is to secure fair treatment for the employés, and to ensure that capital, and the experience of the managers, and the efforts of labour shall each take their proper proportion of the results of the business. Those who are interested in the subject look forward to Co-partnership as likely to be one of the chief factors in securing harmonious relations between the various interests on which the success of a business depends. In the preparation of schemes, the draftsman has not at present very much to guide him, and he will find great assistance from Mr. EDWARDS' paper; particularly on the question of the proportion of profits to go to capital and the proportion to labour. This, he shows, will vary according as the amount of capital required in the business is large or comparatively small, and he gives examples to show how the proportion can be worked out. The test of Co-partnership is its effect on the worker, and Mr. EDWARDS gives reasons for believing that it increases output, and also encourages thrift and satisfies the workmen.

Poor Persons Procedure in Scotland.

IN HIS VERY useful paper, Mr. DIGBY SEYMOUR BROWN, a Scots legal "procurator" (*Anglicé*, solicitor), drew attention to the now familiar theme of the elaborate and admirable arrangements which for five centuries have existed in Scotland for the assistance of poor persons having *primâ facie* cases for litigation. The period of "five centuries" is expressly stated by Mr. BROWN as being the duration of the Scots system, and we accept his date as correct, although we are inclined to think that it was not until the great legal reform of 1690—when, *inter alia*, registration of deeds was introduced—that the system was placed on a really practical and useful basis. Advocates for the Poor, however, are expressly provided by a Statute of 1425, the forty-fifth chapter of that year, the second regnal year of James II's reign. This statute was enacted by a Parliament assembled in Perth, but, like other Scots statutes of that age, it may be doubted whether it came to much more than a pious expression of Parliament's opinion as to what ought to be done. A century later, on the foundation of the Court of Session, modelled, as is well known, on the French Parliament of Paris, King James V instituted the office of *Advocatus Pauperum;* but we believe it was somewhat of a dead letter. The modern procedure is now regulated by the Codifying Act of *Sederunt*, 1913 (*Anglicé*, Rules of the Supreme Court), as amended by the Act of *Sederunt* of July, 1914: these relate only to the Court of Session. In the lesser courts provision is made by statute, namely, the Sheriff Courts Acts of 1907 and 1913. These statutes and Acts of Sederunt give the poor person an absolute right to gratuitous legal assistance, which, if necessary, he can enforce by a writ in the Court of Session. Every advocate and writer (*Anglicé*, barrister and solicitor), upon entry into the profession, is placed upon the Poor Persons' panels and is under an obligation to give this gratuitous assistance in cases allocated to him for a certain number of years after admission. It is certainly worth while considering whether this system—which everyone agrees works well north of the Tweed—might not be introduced into England.

Suggested Amendments in Company Law.

IN HIS PAPER on "Company Law Defects—Suggested Amendments," Mr. DENIS HICKEY (Manchester) had a subject on which experience of the formation and working of companies provides plenty of material. Companies have become the most important method of carrying on business, and have been used alike for great undertakings and for the small trader with all the intermediate grades of business enterprise; and the Legislature, which has either restrained or facilitated them by a series of statutes going back to the Bubble Act of 1720, has been kept specially busy in this way during the past fifty years. Between 1862 and 1908, Mr. HICKEY reminds us, there was necessity for the enactment of eighteen statutes affecting companies, that is, an amending statute every three or four years. But since the Consolidating Act of 1908 there has been only slight change, and matters which require attention have been accumulating. One of the chief of these is the method of floating companies by circulating "offers for sale" of shares already issued, so as to avoid the necessity of a prospectus with its inconvenient statutory particulars. Mr. HICKEY would stop this and similar practices by an amendment of ss. 81 and 85 of the Act of 1908, and we see that Mr. A. M. SAMUEL has introduced a Companies (Prospectuses and Offers for Sale) Bill with, no doubt, the same object, though at present we have not seen the Bill. A good deal of Mr. HICKEY's paper was devoted to the question of alteration in the requirements as to private companies. Private companies had existed in fact, though without statutory distinction, before 1907, but the Companies Act of that year, partly in accordance with recommendations of the Company Law Amendment Committee of 1906, contained a definition of "private company," and allowed such companies exemptions as to prospectuses and filing of balance sheets, all now incorporated in the Acts of 1908 and 1913. The private company has become very popular with the business world, and Mr. HICKEY says that by the end of 1922 the number of such companies had risen to 70,915 out of a total of some 85,000 companies on the register. This is in striking contrast to the unpopularity of the limited partnership. Of the latter form of business co-adventure, only 984 have been registered since the Limited Partnership Act, 1907. Mr. HICKEY says it is now too late to consider whether the legislation which allowed private companies to develop to their present magnitude did not go too far, or to contemplate the withdrawal of their privileges; but he considers that a revision of the law is required, and he recommends measures for enforcing an annual disclosure of the financial position, particularly with a view to showing whether the company is in fact solvent or not, and for securing that each member shall hold a substantial part of the shares, and that there shall be a reserve liability on the shares. These are only a few of the suggestions which Mr. HICKEY makes, and the whole paper deserves careful consideration.

Trade Unions of the Law.

AN INTERESTING contribution to the vexed question of "Fusion," disguised under the name of "Trade Unions of the Law," was offered to the Annual Provincial Meeting in a short paper by Mr. H. G. BARCLAY, of Macclesfield. Mr. BARCLAY points out that the practical as well as the legal training of the solicitor is more thorough than that of the barrister, and draws attention to the fact that under the provisions of the Solicitors Act, 1922, every articled pupil, unless specially exempted, must attend lectures in either a University or Law School, so that, even on the academic side, more rigid requirements are made of solicitors than of barristers. Notwithstanding all this, he points out, the solicitor is excluded from advocacy except in the County Court and the Police Courts. This seems to him a fundamental absurdity which can only be remedied by some process of fusion. That is a problem we do not propose now to discuss. But it may be worth while pointing out that the rigid alternatives, fusion or separation, are not really the only ones. In many of our colonies the Bar and solicitors are distinct professions with separate

qualifications, but any person who qualifies for both can be a member of and practise in both professions at the same time. At present, in England, it is comparatively easy for a barrister to become a solicitor, or *vice versâ*; but the practitioner who makes this election has to abandon his own branch of the profession entirely. The question naturally suggests itself whether this severity of election is necessary in the public interest or for the good of the professions themselves. By the way, Mr. BARCLAY makes, it seems, one trivial error of fact. He suggests that no country which at present enjoys fusion has proposed division. Verbally, this may be true; but in substance it is wrong, for there is at least one conspicuous exception to the principle. Until a few years ago Natal had only one legal profession, but some time ago she separated the branches as in the rest of South Africa, subject to the right of existing practitioners to remain active members of both branches.

Access to Cliffs.

THIS IS A time when the public suffer from numerous invasions of its conveniences and amenities. We are growing accustomed to these attacks by Government Departments. The War Office is still, it seems, loath to abandon the Dorsetshire coast. And we need not add anything at present to our criticisms on the criminal misuse of the high road by motorists. As to that we notice that protests in the Press are growing. But the latest development which has been brought to public attention is the obstruction by private individuals of the pathway which should run round the coast of this country, save where docks and other inevitable obstacles forbid. Now there was once a great judge. His name was Mr. Justice BEST. There may have been great judges before and since, but about him there is no doubt, for he held that there was a common law right over the seashore for the purpose of bathing. He was overruled, indeed, by a majority of the Court—inferior persons of the names of ABBOT, C.J., and HOLROYD and BAILEY, JJ. This was in *Blundell* v. *Catterall*, 1821, 5 B. & Ald. 268. And because he happened to be overruled—not on the merits but by superior numbers—the Court of Appeal in *Brinckman* v. *Matley*, 1904, 2 Ch., held that there was no such right. Possibly it follows that the public have not a general right of access to cliffs, and we believe that some years ago an attempt to prevent the obstruction of cliffs at Newquay was defeated by a decision in the Chancery Division. Of course, we are sorry for the judges who have taken this view, because, as BEST, J., said, the only reason why the Legislature has not declared this public right over the shore [and cliffs] is that the constant exercise of it had been considered sufficient to establish it. So, now that the nuisance of obstruction is growing, perhaps Parliament will remedy the omission and pass an Access to the Shore and Cliffs Act. And, by the way, there is the equally necessary Access to Mountains Bill waiting to be passed.

Forensic Etiquette.

WE CAN ONLY refer very briefly to the brilliant, entertaining, learned—and provocative—paper on "Forensic Etiquette" read by Mr. EDWARD BELL to the Provincial Meeting. It is *inter alia* one of the lengthiest of the papers read, but so witty that this is not a matter to be regretted. Beginning with an amusing prologue on the History of Civilization as illustrative of the growth of Etiquette, Mr. BELL deals in succession with topics the character of which is indicated by the titles of his sections: "The Goodly Fellowship of Clients," "Timon," "Reputability and Femininity," "No Cure, no Pay," "Exploitations," "Justice-seeking Indigents," "Nicotian Etiquette" (a reference to tobacco in offices), "The Tale of Dog Jennings," and other subjects of an equally lively type. His quotations, Latin and English, are enlivening and original—perhaps more so than strictly relevant. But his argument defies summary or analysis; the reader must be left to enjoy at first-hand so goodly an entertainment.

The President's Address.

THE most important of the matters dealt with by Mr. NORTON in his Presidential Address at the Manchester Meeting was the impending change in conveyancing under the Law of Property Act, 1922, and the Consolidating measures which are to replace almost entirely that Act, and also the Conveyancing, Settled Land, Trustee, Land Transfer, and other Acts which are at present the stock-in-trade of conveyancing practice. Mr. NORTON appears to be oppressed with the length of Lord BIRKENHEAD'S Act, but that is already a thing of the past. The Amending and Consolidating Bills are now before the profession, and although, owing to their very recent appearance, Mr. NORTON doubtless had had no chance of making them the subject of his address, yet it is to these Bills that attention now requires to be directed. But while a reasoned survey of the Bills was, under the circumstances, out of the question, we may, perhaps, be permitted to supplement Mr. NORTON'S remarks by a few observations tending to emphasize the real simplicity embodied in this somewhat forbidding mass of legislation, actual and proposed.

Of Lord BIRKENHEAD'S Act only the parts dealing with the enfranchisement of copyholds and the extinction of manorial incidents are to survive, but we may repeat the opinion which we have already expressed that there should also be a separate Bill dealing with this matter and incorporating, with the necessary amendments, the parts of the Copyhold Act, 1894, which are intended to apply to this extinction. We think that, as a matter of practical convenience, in effecting a change of great importance in conveyancing practice, and which is to take ten years for its full working out, a separate Bill is extremely desirable, and we hope that the drafting authorities will re-consider this matter.

Everything else in the Act of 1922 passes into the Consolidating Bills, and whether that Act was exceptionally long or not ceases to be of interest. Mr. NORTON treats it as having been intended only to facilitate the transfer of land and give greater facilities for the disposition of settled land. No doubt this was its main object, but in addition it effects very important changes in the law which are not connected with the transfer of land. We may notice such matters as the provisions intended to shorten settlements and wills—the statutory alimentary trusts and powers of advancement—and changes which remove hardships in the law such as that which validates certain class gifts hitherto void for remoteness. The Amending Bill introduces further changes which are in the same category—that is, they do not affect the transfer of land—such as the provision for relieving a lessee from liability to comply with an unreasonable notice to effect decorative repairs. But substantially the legislation is aimed at facilitating the transfer of land with a view to making private conveyancing a successful competitor with registration of title.

The efficacy of the new scheme can only be tested by experience, but it will probably be found that the apparent complications of the Act of 1922 and of the Consolidating Bills are due almost entirely to the new prominence given to the legal estate, and to the machinery required to secure that every person who is entitled to the benefit and protection of a legal estate shall either get such estate in the ordinary course, or shall have such an estate specially created in his favour. This accounts for the new scheme of estates under which only the fee simple and a term of years are legal estates; it is the basis of the new system of settlements by two deeds, a vesting deed and a trust deed, under which the legal fee simple will be in the tenant for life and a purchaser will not have to look beyond the vesting deed, save only in the case of the first vesting deed to see that it is in order; it accounts for the various provisions designed to secure that the legal estate shall be vested from time to time in the right person; and it is responsible for the new system of mortgages by demise, under which the first mortgagee will cease to be the legal owner of the fee simple, but he and also every successive mortgagee will have a legal term of years. There will doubtless be a little difficulty at first in getting this new system into working order, and the

change from the old system to the new is the subject of special treatment in the Consolidating Bills. There are numerous provisions of a transitional nature intended to facilitate the change, and these appear to add to the complication of the Bills, though they really make for simplicity.

Mr. NORTON refers to an old Manchester solicitor who said that Lord CAIRNS' Acts had "knocked all the poetry, nearly all the history, and most of the learning out of the practice of conveyancing," and adds the innuendo that neither poetry, history, nor learning will be found in the new system. We do not take such reflections too seriously, and, if we draw the line at poetry, our pages perhaps show that we are not indifferent to the history and learning of the law. But history is of use either as a matter of interest or to explain the present, and in neither respect is the history of conveyancing likely to be forgotten. Nor will learning ever be unnecessary to the conveyancer. In fact, the great change was not made by Lord CAIRNS' Acts of 1881-2. They only represented a resting place in the reconstruction of the law which commenced with the reforming legislation just preceding QUEEN VICTORIA'S reign, and which now takes—we do not say its final form; about nothing human can that word be used—but its natural result in the measures which it may be assumed will shortly be passed and come into operation.

The other matters to which Mr. NORTON referred included the unnecessary and inconvenient retention of the restrictions on mortgages, but we are afraid Parliament has had enough of the Rent Restriction Acts, and will be unwilling to enter again upon a subject which proved so difficult last session. As regards Poor Persons Procedure he pointed out that solicitors would be more interested if they could conduct poor persons' cases themselves in the county court. It is a singular circumstance that these cases are almost confined to divorce, and the suggested change raises special questions as to oversight of parties which do not arise in connection with ordinary litigation. Lord BIRKENHEAD has been considering this matter in his articles in the *Evening Standard* on the intervention of the King's Proctor.

The tribute which Mr. NORTON paid to Law Clerks was thoroughly merited. Whether the clerks upon whom solicitors depend so much for the successful carrying on of business have yet obtained all the recognition which is required in these difficult times, we do not know. Mr. NORTON speaks of the old cordial relationship being restored, and we hope that this is so, at least where restoration was necessary. In the majority of cases we imagine it was never disturbed. But all practitioners, whether in a solicitor's office or at the Bar, and the Masters before whom so much of the work of litigation is carried on, know how invaluable are the services of the clerks to whom the routine work of the law and much work also of a responsible character is entrusted, and we hope that they are not inadequately rewarded.

Mistake in Connection with Contracts for the Sale of Land.

VII.

(*Continued from p.* 961.)

6. *Remedies* (continued).

(*b*) *Rectification.*—The court has two jurisdictions under which it gives relief by way of rectification of a document: (1) The ordinary jurisdiction which is applied by both courts of equity and common law, and (2) the original special and exclusive jurisdiction of the court of equity. In exercising the *general* jurisdiction the courts apply the rule that extrinsic evidence will not be allowed to vary or even to explain the written document, and that the parties must be taken to be bound by what they have actually put into writing and not by what they really meant to have so put. Consequently, if the court, in exercising such general jurisdiction, finds that the intention of the parties cannot be ascertained from the terms of the written document itself, no relief will be granted. But where the meaning is plain on the face of the document without the help of extrinsic evidence, the court will under its general jurisdiction not hesitate to rectify the same, and that without putting the parties to the expense of taking proceedings for this purpose. This is sometimes called the rule of construction of documents. That is to say:—"If it is clear on the face of the instrument itself that words have been omitted or inserted by mistake or inadvertence, the words so omitted or inserted will be supplied or struck out by the court as a matter of construction for the purpose of giving effect to the whole of the document. Similarly, if there is a manifest clerical error in a document, or obvious mistake as to date, or as to a name, the court will treat it as rectified . . . . without putting the parties to the formality of a suit to rectify the error." (Halsbury's "Laws of England," Vol. 21, pp. 14, 15.) The rule is stated in "Norton on Deeds," p. 82 as follows:—"Repugnant words may be rejected; omitted words may be supplied; words may be transposed; parentheses may be inserted; and false grammar or incorrect spelling may be disregarded; if the intention of the parties sufficiently appear from the context." Lord ST. LEONARDS in *Wilson* v. *Wilson*, 1854, 5 H.L.C. 40, 66, said that "both courts of law and equity correct an obvious mistake on the face of an instrument without the slightest difficulty." And in a proper case even a term may be supplied, but "the court ought not to imply a *term* in a contract unless there arises from the language of the contract itself and the circumstances under which it is entered into, such an inference that the parties must have intended the stipulation in question that the court is necessarily driven to the conclusion that it must be implied": KAY, L.J., in *Hamlyn and Co.* v. *Wood*, 1891, 2 Q.B. 488.

Nevertheless, where both parties have acted on a particular construction of an ambiguous document, that construction if in itself admissible, will be adopted by the court. To this extent the original effect, though it cannot be altered, may be explained by the conduct of the parties. And, moreover, if both parties to a contract act on a common mistake as to the construction of it, this may amount to a variation of the contract by mutual consent: "Principles of Contract," by Sir F. POLLOCK, 9th Ed., pp. 489, 490.

And, as we have seen, *ante*, p. 895, a party may claim in one and the same action, rectification of a contract, and specific performance of the contract so rectified.

The special and original jurisdiction enables a court of equity to rectify a written contract containing a mistake of both the parties in expressing the agreement, and to make it accord with the agreement intended to be expressed. To succeed in such a claim it must be shown that there was an actual concluded antecedent contract, though only verbal, to the final written contract which is sought to be rectified, and that such contract is inaccurately represented in the final writing: *Henkle* v. *Royal Exchange Co.*, 1749, 1 Ves. Sen. 318. It follows that the mistake of one party to a contract can never be a ground for compulsory rectification so as to impose on the second party the erroneous conception of the first: Fry on "Specific Performance," 6th Ed. p. 792. There are certainly a few cases deciding, in apparent contradiction to first principles, that there are exceptions to the rule, but they have been much criticised. These decisions are *Garrard* v. *Frankel*, 1862, 30 Beav. 455; *Harris* v. *Pepperell*, 1867, L.R. 5 Eq. 1; *Bloomer* v. *Spittle*, 1872, L.R. 13 Eq. 427; and *Paget* v. *Marshall*, 1881, 28 Ch.D. 255; see Dart on "Vendors and Purchasers," 7th Ed., Vol. 2, p. 743; also the learned disquisition on these cases in Williams' "Vendor and Purchaser," 3rd Ed., pp. 780-787, and the remarks of FARWELL, J., in *May* v. *Platt*, 1900, 1 Ch. 616, 618, 623.

In *Attorney-General* v. *Sitwell*, 1835, 1 Y. & C. Ex. 559, Baron ALDERSON said, "It seems that the court ought not in any case, where the mistake is denied or not admitted by the answer, to admit parol evidence, and upon that evidence to reform an executory agreement." This statement seems to be accepted in Sir F. POLLOCK'S book on "Contracts," 9th Ed., 557, but Mr. T. CYPRIAN WILLIAMS in his book on "Vendor and Purchaser," 3rd Ed.

p. 772, submits that there is no rule to this effect, and that such a rule would obviously be an inducement to fraud and that the weight of authority is against that view. He says further that the court attaches great weight to the denial by the party against whom rectification is claimed, of any intention at variance with that expressed in the writing: though it does not allow such denial to be a bar to the relief claimed, if overcome by clear evidence to the contrary.

The court has jurisdiction although the original contract was a verbal contract relating to land, that is to say, a contract required by the Statute of Frauds to be in writing. As is well known, such a contract is not void, but only unenforceable. Therefore "if the parties really assented to such a contract and had a common intention of reducing or giving effect to all the terms of that contract to or by writing, and this intention were frustrated owing to the omission or mis-statement by mistake of some material term of the contract, it would be giving countenance to fraud to allow the defendant to repel proof of the mistake under cover of the statute": Williams' "Vendor and Purchaser," 3rd Ed., Vol. 2, p. 771. But this doctrine will not prevent the defence being raised that the memorandum is not sufficient to satisfy the statute by reason of its not containing the parties' whole agreement: *idem*, p. 772; *North* v. *Loomes*, 1919, 1 Ch. 378; *Allsopp* v. *Orchard*, 1923, 1 Ch. 323.

(*Concluded.*) LEWIS EMMET.

Correspondence.

Property Tax: Arrears on Completion of Sale.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In reference to the paragraphs in your issue of the 20th inst., p. 954, respecting the payment of arrears of income tax under Schedule A by a purchaser, it would appear that the only instance in which a landlord is directly liable for the tax is under No. vii, rule 6. But as in the cases brought before The Law Society it may be assumed that they were not within that rule, then there appears to be no power to recover the tax by the Inland Revenue from the landlord. It is possible, however, that a purchaser might be the landlord, and have to allow the tax to his tenant when that tenant had paid it instead of the previous tenant, and the second tenant required his landlord to recoup him (see No. viii, rule 7). In all cases, except under No. vii, rule 9, the occupier for the time being is the party liable for it to the Revenue, and if he goes out of occupation without paying it, the remedy against him is preserved (see No. vii, rule 3). A purchaser, therefore, except in the possible instance given above, would never appear to be liable.

WM. HORNER.

Stockton-on-Tees,
22nd September.

New Orders, &c.

Home Office.

THE FAIRS ACT, 1871.
THE LOCAL GOVERNMENT ACT, 1894.

SAFFRON WALDEN FAIRS.

Whereas a representation has been duly made to me, as Secretary of State for the Home Department by the Saffron Walden Town Council to the effect that it would be for the convenience and advantage of the public that the Fairs which have been held annually on the Saturday before and the Monday following Mid-Lent Sunday and on the first Saturday in November and the Monday following at Saffron Walden in the County of Essex should be abolished:

And whereas notice of the said representation and of the time when I would take the same into consideration has been duly published in pursuance of the Fairs Act, 1871:

And whereas on such representation and consideration it appears to me that it would be for the convenience and advantage of the public that the said Fairs should be abolished:

Now therefore, I, as Secretary of State for the Home Department, in exercise of the powers vested in me by the Fairs Act, 1871, do hereby order that the Fairs which have been held annually on the Saturday before and the Monday following Mid-Lent Sunday and on the first Saturday in November and the Monday following at Saffron Walden in the County of Essex shall be abolished.

Given under my hand at Whitehall, this 16th day of September, 1924.

Arthur Henderson.

Ministry of Health.

HOUSE CONSTRUCTION.

The Committee which has been set up under the Chairmanship of Sir Ernest Moir to inquire into new methods of house construction met yesterday. With a view to expediting their investigation the Committee would be glad to receive as soon as possible any further proposals for new systems of house building or for new materials.

All communications on the subject should be addressed to the Secretary, Mr. T. H. Sheepshanks, Ministry of Health, Whitehall, S.W.1.

Ministry of Health,
Whitehall, S.W.1.
25th September.

Societies.

The Law Society.

PROVINCIAL MEETING AT MANCHESTER.

The forty-second Provincial Meeting of The Law Society took place at Manchester from Monday, the 29th ult., to Thursday, the 2nd inst.

RECEPTION.

The visitors were received on Monday by the Lord Mayor (Alderman W. T. Jackson) and the Lady Mayoress in the Town Hall.

READING OF PAPERS.

On Tuesday the members met in the Lord Mayor's parlour at the Town Hall for the purpose of the reading and discussion of papers. Among those present were Mr. Herbert Gibson (Vice-President, London), Mr. George Herbert Charlesworth (Manchester, President Manchester Law Society), Mr. Alfred Henry Coley (Birmingham), Mr. Robert Wm. Dibdin (London), Mr. Herbert Arthur Dowson (Nottingham), Mr. Richard Farmer (Chester), Mr. Wm. Waymouth Gibson (Newcastle-on-Tyne), Mr. Arthur Murray Ingledew (Cardiff), Mr. Chas. Mackintosh (London), Mr. Chas. Gibbon May (London), Sir Chas. H. Morton (Liverpool), Mr. W. E. Mortimer (London), Sir A. Copson Peake, LL.D. (Elstree), Mr. Kenrick Eyton Peck (Devonport), Mr. Reginald W. Poole (London), Mr. Herbert H. Scott (Gloucester), members of the Council, and Mr. E. R. Cook (Secretary).

CIVIC WELCOME.

The Lord Mayor of Manchester, who took the chair at the commencement of the proceedings, said he had much pleasure in welcoming the Society. Manchester greatly appreciated the fact that they had selected that city for their Provincial Meeting, more particularly because the President of The Law Society was a Manchester solicitor. He, himself, was interested in the trade union movement, and the Society being something in the nature of a trade union, he might say that there was no person for whom he had greater contempt than the one who would take advantage of such a society without paying his proportion to the expenses that must be necessarily incurred. The Society was also organised with the object of maintaining the integrity of the profession, and this was not only of the greatest value to the profession, but also to the community as a whole.

The PRESIDENT returned thanks. He observed that the meeting was greatly indebted to Alderman H. D. Simpson, a member of the profession, for his assistance in regard to placing the Town Hall at the service of the Society.

The LORD MAYOR briefly returned thanks, and then vacated the chair in favour of the President, who read his address, as follows:—

PRESIDENT'S ADDRESS.

Before saying anything else I should like to express the great gratification I feel in having been elected President of The Law Society. It is the highest honour that the Society has in its power to bestow upon one of its members, and I am very proud of having been placed in the position. The Society has had many illustrious and eminent Presidents, and I feel that it is very difficult to live up to the traditions laid down by my predecessors,

The Law of Property Act, 1922.

This Act, the operation of which, if the recently introduced postponing Bill is passed, will be postponed until the 1st of January, 1926, presents, perhaps, the greatest revolution in the law of Conveyancing that has ever been known. We were told on its inception that the objects of the Act were (1) to simplify and facilitate the transfer of land, and (2) to give greater facilities for the sale, leasing and disposal of land which is settled, and to assimilate as far as possible the transfer of land to the transfer of stock, that is to say, the transfer of realty, in the same manner as the transfer of personalty by providing that there should be simple Conveyances from A to B, all subsidiary interests being kept off the title. In order to carry these simple objects into operation it has been necessary to pass an Act with 191 sections, and Sir Walter Trower stated in *The Times*, of 8th April, 1924 [*sic*] that it occupies, with its schedules, 300 of the 700 pages of the Statutes for the whole year in the official Law Reports series.

The changes introduced are most drastic, and cannot be carried into effect without certain amending and consolidating Bills, which have been drafted by a special Committee of Conveyancers appointed for the purpose by the Lord Chancellor. These amending and consolidating Bills have only recently been introduced, and it is evident that the new legislation cannot reasonably be allowed to come into operation until the Profession have had an adequate opportunity of considering it. It is on this account that the postponing Bill has been very properly introduced.

Changes so remarkable in their effect will present many difficulties, and no doubt require many decisions of the Courts before the actual effect of the Act is realised and the whole matter can only be carried through with the loyal and cordial support of the members of our profession, which has never been wanting in the case of any legal reform in the past. That support will, I am sure, be readily given towards the object of making the changes effective and contributing to the smooth working of what is, perhaps, the most important branch of the work of the profession in which we are engaged.

You will remember that my immediate predecessor, Mr. R. W. Dibdin, when speaking at Plymouth, left the Law of Property Act as a legacy to his successor, and suggested that his successor would, no doubt, deal with it at Manchester. Whilst appreciating Mr. Dibdin's kindness, I think I should at once disclaim any beneficial interest under his legacy and pass on such benefits as there may be to my successor or successors, who may be more competent and in a better position to deal with it.

I was reading the other day the speech of an old Manchester conveyancing Solicitor, delivered some years ago, in which he said: "The process (Lord Cairn's Act) has knocked all the poetry, nearly all the history and most of the learning out of the practice of Conveyancing." I wonder what he would have said of the Law of Property Act, 1922.

As I have said, the Act will require a tremendous amount of thought and consideration by the members of our profession, and it must be some little time before it gets into successful and advantageous working.

The Rent and Mortgage Interest Restrictions Act, 1923.

You will remember that Mr. Dibdin in his remarks at Plymouth said: "The continued control of Mortgages is the worst feature of the new Act. This control is absolutely unnecessary and uncalled for, as capital available for loan on Mortgage at a reasonable rate of interest is now abundant and the continuance of control will decrease confidence and further divert capital from house building. This was pointed out by four members, who signed a reservation to the majority report of the Rent Restriction Committee, but they were overruled." I cannot too strongly emphasise Mr. Dibdin's remarks and I can only trust that something will speedily be done to remove what is often so glaring an injustice. The hardship created by the control of Mortgages presses most hardly upon poor persons who are entitled to some small interest in estates which cannot be wound up because of the existence of the Mortgages. The hardship is not so pronounced where the Mortgage is in one hand and the Mortgagee can receive his interest, but where there is a small estate with a number of beneficiaries it is impossible to divide the interest and the beneficiaries are, and have been, held waiting for years for the receipt of the small funds which in many cases would, to say the least, be very welcome and beneficial to them. I have known many cases where such small beneficiaries have died before they could avail themselves of the small sum to which they were entitled on the death of the testator. I am quite sure there is hardly a Solicitor's office in the kingdom which has not similar experience, and the sooner the remedy is applied, the better.

The restriction on Mortgages has also materially affected the housing question. Mortgagees who in the past were quite willing to lend their money for the purpose of the erection of houses have lost confidence in lending on a security which has had such restriction applied to it, and it is now more difficult to obtain money on Mortgage, especially for building purposes.

Law Clerks.

I think a tribute should be paid to that deserving body of men known as Law Clerks, who render such valuable service to the members of our profession. Their work is necessarily very strenuous in its character and requires a great deal of experience and training in carrying it out, and I venture to think that no profession is served by a more capable or loyal body of men.

You will remember that some years ago there was a danger of the happy relationship which had existed being disturbed by an agitation on the part of the clerks. The agitation was not, perhaps, very far-reaching, but I am happy to say that it seems to have died down, and the old cordial relationship has been restored.

There are very few Solicitor's offices that have not connected with them old and respected clerks who are of the greatest assistance in carrying on the work of the office, and I am only too glad that the good old feeling seems to have been re-established, and that we continue to have the constant help and assistance in the work of our profession of such a capable and assiduous body of men.

Poor Persons Procedure.

The question of the assistance of poor persons who are in requirement of legal help, for which they cannot afford to find the necessary funds, has been a burning question for some years. There is no doubt that there are many such poor persons who are unable to avail themselves of the ordinary channels for legal help and who find it in consequence exceedingly difficult to obtain their rights. There are very many difficulties in the way but a Committee called The Poor Persons Rules Committee, under the presidency of Mr. Justice Lawrence, have been considering the matter for some time and a scheme is being evolved which has lately been submitted to The Law Society and to the provincial Law Societies, which it is hoped will deal with the question in a satisfactory manner. I am quite sure that Solicitors who have never been wanting in any good work in the past, will, at least, from philanthropic motives, be found willing in all the big centres of population, to give their cordial support to any reasonable and satisfactory scheme which may be placed before them, so that such scheme may be put on a satisfactory working basis. There can be no doubt that the system which has existed in Scotland for so many centuries with apparently complete and continual success, is worthy of careful consideration on our side of the Border, and I am glad to see that one of our now quite numerous Scottish members has been so kind as to prepare a paper for us on the subject. We are grateful to him for it, and for the trouble he has taken to come here to read it. So far as my observation goes, I cannot help thinking that Solicitors in Scotland have been greatly encouraged to do poor persons work because a very great deal of it is done in the Sheriff Court where Solicitors have audience. Thus it not only has taught them advocacy, but also it has brought them into direct touch with the Judges who have from time to time expressed appreciation of their skill and attention. The Law Society has always urged that divorce jurisdiction should be given to County Courts, and we shall be disappointed if, as appears probable, the Committee do not see their way to recommend that reform. Our disappointment will have two causes, the first, because we think the County Court could do the work well and more expeditiously, and the second, because Solicitors doing poor persons work, of which divorce forms so large a proportion, would do it more willingly if it gave them experience in advocacy and an opportunity of earning from the Judges some slight acknowledgment of good work done. In the past Solicitors' work has been mentioned almost solely when there has been something for the Bench to complain about, and naturally this state of affairs has made our appeal to Solicitors to do this work to a considerable extent ineffective.

The Bankruptcy Acts.

It is satisfactory to notice that at last a Committee has been appointed to consider amendments necessary in the administration of the Law of Bankruptcy. It would be a good thing if such Committee could also consider the abuses connected with the so-called one-man companies.

Legal Education.

The question of legal education is always with us. When The Law Society was formally established in the year 1825, in succession to the Society of Gentleman Practisers, legal education does not appear as any part of the original scheme, but within a very few years the Society began to direct its attention to this very important subject, and has continued to take the controlling part in the direction of legal studies. So far back as 1860, the Society obtained the passing of the Solicitors Act of that year, which made provision for the preliminary and intermediate examinations resulting eventually in the passing of the Solicitors Act, 1922, which is, perhaps, the most important advance in legal education that has ever been made, providing, as it does, for a period of teaching at an approved School of Law.

This Act may now be said to have been fairly established and an enormous volume of work has been done by the Education Committee of The Law Society in connection with the working of the Act. Approved Law Schools have been established in nearly all the important centres of the Kingdom, and substantial grants have been and are being made towards the expense of working expenses. The provision of Schools has been made as wide as possible, and there are very few articled clerks who cannot avail themselves of the facilities made in this respect or by some other means provided by the Society. I think that we all feel that a very good work has been accomplished and that the status of the profession will be immensely improved by the facilities afforded.

At the same time, whilst so much attention is being paid to education in Law Schools we are apt to overlook the value of the practical education to be derived from service under articles. Law is a progressive science, always developing and extending by means of statute and case law, and in this sense, the Solicitor remains a student for the whole of his professional career. Mere book-learning is not, in my opinion, enough to qualify the student for successful practice in the profession of a Solicitor. The Solicitor nowadays has to have a knowledge of affairs—to be a student of human nature, and it is in the course of articles in a practising office that these things can be acquired. It is also necessary to success that the student should become acquainted with the organization of a Solicitor's office, and make himself familiar with the practice of the Courts. Happy is the articled clerk who finds himself in such an office under the guidance of a principal who realises that he on his part has covenanted with the clerk that "he will by the best ways and means he may or can and to the utmost of his skill and knowledge teach and instruct or cause to be taught and instructed the clerk in the practice or profession of a Solicitor." I, for one, should be very sorry if the period of service under articles should be further limited or reduced.

In regard to education, I should like to quote the words of Sir Arthur Copson Peake at the Provincial Meeting held at Leeds two years ago. He said: "I should like to say that besides the actual legal training there is a moral side, and in all Law Schools high rectitude of conduct and integrity in our profession should be thoroughly taught. Law should be the unity of those ethical standards which are but the attributes of righteousness. We should instil the unwritten rules of honourable practice and professional conduct and courtesy which should regulate every member of that honourable and great profession of which they and we are, or ought to be, proud members."

The Law Society.

The excellent work done by The Law Society can only be appreciated properly by those who have an inside knowledge of it, but the most cursory perusal of our monthly *Gazette* and yearly Reports must convince everyone that an immense volume of work has been done, a great deal of which cannot, necessarily, appear in these publications. There can be no doubt that the work of the Law Society has improved the position of the profession in an immeasurable degree. It is no longer the fashion for the Solicitor to be held up to ridicule on the stage or in the novel, and the famous gibe of Dr. Johnson: "He did not care to speak ill of any man behind his back, but he believed that the gentleman (who had just left the room) was an Attorney," if uttered now would fall upon inattentive ears. Under these circumstances it is rather surprising that out of the 15,000 gentlemen yearly taking out Certificates of Practice for the profession some 5,000 Solicitors do not take the opportunity of becoming members of The Law Society.

The strength of the Society, to my mind, lies in the principle of voluntary membership, and it is very satisfactory to find that its membership includes the large majority of the profession. This, I think, proves that the great work of the Society is appreciated, and it is gratifying to note that the membership is now larger in numbers than at any previous period in its history, and that it is continually increasing.

The question of compulsory membership has been discussed from time to time, but although I am not in favour of compulsion in any form, I do think that we should endeavour to strengthen the position of the Society by a continued and large increase of its voluntary membership. I do think much can be done by the way of circular, but a great deal more may be done by a personal canvass, and I suggest to each member of the Society that he should endeavour to bring in at least one further member. The Centenary of the Society, which takes place next year, would be a very favourable opportunity for a large increase in the membership. It seems to me most unfair that a large number of members of the profession enjoy all the advantages obtained by The Law Society for the whole profession without contributing in any measure to its support, and I think this and other points only require mentioning to the non-members of the profession to bring about a very considerable increase in our membership. I think that every young Solicitor, directly he begins to practise, should become a member of The Law Society, of his local Law Society (if there be one), and of the Solicitors' Benevolent Association, the two former because of the undoubted advantages he gains by their activities and the latter from a wish to benefit, not so much himself as those of his professional brethren who may fall on evil days and require pecuniary assistance. In this respect it is always gratifying to gather from the reports of this Association that grants to non-members usually exceed the number of grants made to members of the Association.

I should like to conclude by expressing the sense of obligation I feel to the Manchester Law Society. I was born and bred in the City of Manchester, and have practised my profession of a Solicitor here for over forty-two years. During that time I received nothing but kindness, courtesy and consideration from my professional brethren, and I very much appreciate the action of the Manchester Law Society in inviting the profession to hold their Forty-second Annual Provincial Meeting in the City of Manchester, and for the generous hospitality they have rendered in such connexion. I know the amount of work involved in the arrangements for a Provincial Meeting, and I can only trust that such work will be crowned with the success it deserves, and that you will all have a pleasant and interesting visit.

Mr. C. L. Nordon (London) moved as follows:—"That this meeting of The Law Society, whilst thanking the President for his learned and practical presidential address, regrets that it contains no reference to the recent action of His Majesty's Attorney-General in withdrawing, as the result of secret representations, the prosecution of sedition instituted for what he described as a serious breach of the law, and desires to re-affirm the constitutional principle that the law officers of the Crown should not, in the exercise of their office, be affected by political considerations."

The President said that, as was notified on the agenda, all resolutions must be in the nature of recommendations to the Council. He did not think that the present resolution was in order.

Mr. Nordon then withdrew the motion.

Rent Restrictions Act.

Mr. G. H. Charlesworth (Manchester, President of the Manchester Law Society), in moving a vote of thanks to the President, said that he was the first Manchester solicitor to hold the office. It was true that the late Mr. L. M. Samson was at one time president, but at the date of his election he was no longer practising in Manchester, but in London. The President, in his address, had spoken of the continued restrictions upon the mortgage of houses to which the Rent Restriction Act applied. He believed that if the public realised the effect upon the facilities for mortgages and the adverse influence on housing, then restrictions would at once be removed, and the profession would be thus assisted in their daily practice.

Poor Persons Procedure Rules.

The question of Poor Persons Procedure was being considered by Mr. Justice P. O. Lawrence's Committee. The particular form which the suggestion now took was that of setting up local committees of solicitors for controlling Poor Persons procedure who would practically act as a reporting solicitor and would in the first instance ascertain whether a *primâ facie* case existed. The committee would have control over the rota and over the conduct of the solicitors upon it, and it would also deal with questions of costs. This would place the matter in the hands of the local solicitors, and it would facilitate the working of the Act.

Fraudulent Trading.

The matter of fraudulent bankruptcy greatly affected big industrial centres such as Manchester. Business men were suffering greatly from fraudulent trading, and the Associated Chambers of Commerce had prepared a Bill which was introduced into the House of Commons by Mr. Samuels and was withdrawn on the Board of Trade undertaking to set up a commission to consider the whole question. The Bill proposed to increase the penalties provided under the Bankruptcy Act for fraudulent trading. The President had called attention to the fact that frauds might be committed by bogus companies and one man companies. At present that did not appear to be the subject of enquiry under the Board of Trade Commission. The Manchester Chamber of Commerce were taking up the matter very thoroughly.

Mr. J. B. Parkinson (Manchester) seconded the motion, which was carried with acclamation, and

The President briefly returned thanks.

Poor Persons Procedure in Scotland.

The following paper was read by Mr. Digby Seymour Brown, Solicitor, Glasgow (Member of The Faculty of Procurators, Glasgow):—

The provision of gratuitous legal aid to Poor Persons in Scotland in both Civil and Criminal cases has existed from remote times. Such aid is not provided by the legal profession as a matter of

bounty or charity, but for the last five hundred years has been claimable by the poor litigant as a statutory right. The right is extensive and is not confined to the local or Sheriff Courts, but extends to the very highest Courts of Appeal, and so soon as a litigant has satisfied certain conditions as to poverty and probable ground of action he is entitled to have his case conducted to an ultimate decision without payment of any kind. Thus it may in truth be said that to no Court in Scotland is poverty of itself a bar.

The system which presently exists has been of gradual growth. Advocates for the Poor were introduced by the Statute of 1424, Cap. 45, being an enactment of the Second Parliament of King James I (of Scotland) held at Perth in that year. The words of the ancient Act may sound quaint, but in their directness it is clear that the legislators of bygone days would have nothing to learn from their present-day successors. It is enacted as follows: "Gif thar be any pur creatur that for defalt of cunnyng or dispense can nocht or may nocht folow his cause, the King for the luf of God sall ordaine the Juge befor quham the cause sald be determyt purvay and get a lele and wyse adoucate to folow sic pur creaturis causes, and gif sic cause be obtenyt the wranger sall assyth bath the partie scathit and the adoucates costis and traule." We find that soon after the foundation of the Court of Session King James V addressed a letter to the Lords of Council desiring in the interests of the poor: "that ane man of gude conscience be chosen quhilk sall be callit *Advocatus Pauperum*, quhem ye sall causs sweire that he sall administere to all our lieges cumande to him for help that will mak faith thai have nocht to persew justice withall of thair awne, quhilk Advocate sall have yerlie of our Thesaurare X lib. for his labouris." This request the Lords found reasonable and they appointed Maister Thomas Marjoribanks and Maister Jhone Gledstanis, "conjunctlie and severalie, to be Advocatis for all pure indigent peple in tymes cuming, ordaining the Lords Thesaurare to refound, content and pay yerly to the saidis Maister Jhone Gledstanis the soume of X lib. to be halely tane up be him yerly to his behuf, with consent of the said Maister Thomas." This Order is contained in Act of Sederunt (or Rules of Court) dated 2nd March, 1534. Further regulation was made the following year by Act of Sederunt which provided that the Lords of Session should choose each year an Advocate to act for the Poor, such Advocate being required to take oath to the effect that he had no profit from his services. Thereafter appearances for poor litigants seem to have been fairly frequent. From time to time changes were made in the procedure of admission to the Poor's Roll until we now find the practice firmly established. It will, however, be noted that while the Act of 1424 by implication only provides for the conduct of civil actions, the Sheriff Court Acts and the Acts of Sederunt of the Court of Session presently in force extend the benefit to the defence of accused persons in criminal cases.

The present procedure in the Court of Session is regulated by the Codifying Act of Sederunt, 1913, as amended by Act of Sederunt dated 15th July, 1914, and in the Sheriff Court by the Sheriff Courts Acts, 1907 and 1913. The procedure in appeals to the House of Lords is found in the Standing Orders of that House. These Statutes, Acts of Sederunt and Standing Orders constitute the right of the poor litigant to gratuitous legal aid and prescribe the conditions under which such assistance is granted.

It is convenient to refer thus briefly to the historical aspect for an appreciation of the foundation of the system. The main features have not altered. The admission to all Courts is by Act of Court and the essential requirements are common to all. The different branches of the profession are required to appoint members of their respective branches, Advocate and Solicitor to act gratuitously for the poor, but the aid is granted on condition that no person shall have the benefit unless it is ascertained that such person is in poor circumstances and has proper grounds of action.

As might be expected, most of the Poor Persons' litigation is conducted in the Sheriff Court. This Court in Scotland has extensive jurisdiction, and it may be noted, for example, that in pecuniary actions there is no limit to the sum which can be sued for. The practice in Poor Persons cases is contained in the Sheriff Courts (Scotland) Acts, 1907-1913, and the Rules set out in the Schedule to the principal Act. The Act of Parliament itself provides—Section 51: "Where parties are unable through poverty to pursue or defend an action it shall be lawful for the Sheriff to admit such parties to the benefit of the Poor's Roll, if, upon a report of the procurators for the Poor, he is satisfied that such persons are entitled thereto." The Rules lay down the necessary procedure for carrying the provisions of the Act of Parliament into effect. By such Rules the duty is placed upon Sheriffs of each county annually, by Order intimated on the Walls of Court, to appoint the Solicitors enrolled in the county, or where the county is divided into districts having separate local Courts, the Solicitors enrolled in the District Courts, to meet to nominate a specified number of their body to act for the Poor for that year. At such meeting the Solicitors present by a majority of votes nominate the number required and report is made to the Sheriff, who has power to confirm the nominations, in whole or in part, or to decline to do so. It is provided that six days before the list is submitted to the Sheriff the Sheriff Clerk (who is the Clerk of Court) shall notify each Solicitor who has been nominated, and such Solicitor may before the nominations are confirmed represent to the Sheriff any reason why his nomination should not be confirmed. It would require very good reason to exempt. Should the Solicitors fail to nominate, the Sheriff may himself make the required nomination or may appoint another meeting to be held. According to usage it is not, however, intended that the Sheriff should make such arbitrary exercise of his power as would place the appointment in his hands, and the responsibility of providing the number rests on the Solicitors. The appointment when made embraces not only civil cases but the defence in criminal cases, including the preparation of defences requiring assistance of Advocates in the High Court. The Sheriff Courts Act itself refers only to civil cases, but it is distinctly stated in the Rules (159) that the Solicitors are to act for the Poor in all causes, civil and criminal. The Solicitors for the Poor are required to assist others similarly acting in other parts of Scotland by taking witnesses' statements and making enquiries. This provision welds the system into one covering the whole of the country. While the primary obligation is placed on the Sheriff to see that sufficient assistance is provided in each county or district, it is creditable to the profession that there is no record of any refusal of the practitioners to nominate members of the profession to act for the Poor. There is no penalty for refusal specified in the Act of Parliament, but it may be hazarded that the Sheriff, by reason of his position as keeper of the Rolls of his Court, is not left with his hands quite tied in such remote contingency. A varying number of Solicitors is appointed in each county or district. For example, in Glasgow, where the largest proportion of the work is done, eighteen Solicitors are appointed each year. It is the practice in Glasgow for the Solicitors on appointment to divide themselves into six groups, each of three members. Such groups undertake the work in rotation during the year, taking civil cases for two months and for a similar period of two months attending to the defence of accused persons. In Glasgow a special room is set apart in the Court buildings for the purpose of consultation with Poor Persons. This is a recent facility and has been found a great convenience by the Solicitors acting.

To obtain admission to the Poor's Roll in the Sheriff Court, application must be made to the court by petition, the applicant being required to produce along with the petition a certificate signed by the Inspector of Poor or Assistant Inspector of Poor of the parish or district where the applicant resides, such certificate bearing that the applicant is unable through poverty to pay for the conduct of legal proceedings. The usual form of certificate is set forth in Appendix hereto. The Inspector of Poor has nothing whatever to do with the nature or ground of action or whether the person applying for the certificate should or should not proceed with the case. If the Inspector refuses to grant a certificate he may be cited to appear before the Sheriff to give evidence as to the applicant's circumstances. The certificate of itself is not conclusive evidence of poverty, and the Sheriff will, if objection be taken, order enquiry. The Court will not however *ex proprio motu* consider the question. The applicant secures the name of a Solicitor acting for the Poor from the Sheriff Clerk (the Clerk of Court). The Sheriff Clerk gives the names in rotation from the Roll of Solicitors, and in Glasgow takes one from the group of three acting during the month in which the application is made. The form of petition to the Court and the certificate for signature by the Inspector of Poor is provided by the Solicitor. The Solicitor instructs the applicant how to obtain the certificate. Thus all the poor person requires to do is to attend at the office of the Clerk of Court, ascertain the name of a Solicitor for the Poor and consult such Solicitor. On the application coming before the Sheriff it is remitted to the Solicitors for the Poor for enquiry as to whether or not the applicant has a probable ground of action. The nature of this enquiry is after referred to.

There are no detailed regulations dealing with the services to be rendered in criminal cases. The services seem to depend on use and wont. The general rule recognised is that all accused persons are entitled to the services of one of the Solicitors for the Poor except in cases where the trial is under the Summary Jurisdiction Acts. As prosecutions in Scotland are at the instance of the Crown the services rendered are all in defence. Such services are widely taken advantage of, and it may confidently be stated that seventy per cent. of the accused persons in Scotland tried by the Sheriff, for other than minor offences, are defended gratuitously by the legal profession. In Glasgow one of the Solicitors attends each morning at the Sheriff Court to advise accused persons. No certificate of poverty or other formality is required in criminal cases, and there is no enquiry as to whether or not the accused is innocent or guilty of the crime laid to his charge.

The practice in the Court of Session—High Court in Scotland—as to the provision of legal assistance and the admission of applicants is essentially different. As mentioned, the regulations are contained in the Court of Session Codifying Act of Sederunt, 1913, as amended by Act of Sederunt dated 15th July, 1914. By this Act of Sederunt the Faculty of Advocates is required annually to appoint six of their number to be Counsel for the Poor. The Writers to the Signet and Solicitors before the Supreme Courts must each appoint four of their number to be Solicitors for the Poor, two acting in the Court of Session and two in criminal cases in the High Court of Justiciary. A declaration of poverty must be produced along with the application. The declaration with relative certificate is required to be in the form prescribed by the Act of Sederunt and is of a more formal character than is necessary in the Sheriff Court. The form is stated in the Appendix. The declaration is made before the Minister and two elders of the parish where the applicant resides, intimation of place and date of appearance being given to the opposing party. Personal attendance is in the general case essential, but where the applicant is unable through illness or other good reason to appear personally, the Court may on application dispense with such attendance. Where the Poor Person is resident out of Scotland the Court will remit to a responsible person such as the clergyman of a parish, a magistrate or mayor. Further in cases of soldiers serving outside of Scotland the Court have remitted to the Chaplain of the regiment to take the declaration of poverty and grant the certificate. The applicant requires to be examined carefully, and the declaration and certificate must state the age and family particulars of the applicant, his property, if any, and his trade or occupation, and that he has not any other action pending before the Court of Session or any other Court. The minister and elders must then add a statement of any personal knowledge of the applicant which they may have. The declaration and certificate of the minister and elders are then transmitted to one of the Solicitors acting for the Poor and lodged in Court. Thereafter the Court, if satisfied of the poverty remits for enquiry as to probable ground of action.

In criminal cases before the High Court, counsel for the Poor act when instructed by the Solicitors. Every accused person is entitled to be defended gratuitously in the High Court by Advocate and Solicitor. A custom has grown up, which although not appearing in the text books, seems to be fairly well established, that in murder cases the accused can call upon the Dean of Faculty to appear himself or to appoint an experienced Senior Counsel in his stead. No certificate of poverty is required. The services of Counsel are freely requisitioned, and probably fifty per cent. of criminals tried by the High Court are defended gratuitously.

The status of those entitled to the benefit of the Poor's Roll is not subject to any particular definition, and none can be attempted. Thus, while the Sheriff Court Act makes provision: "Where parties are unable from poverty to pursue or defend," the Court of Session Act of Sederunt speaks of the "poor" approximating to "pur creatur" the words of the original statute. The general description is in any event wide, and it is difficult to be specific. The question whether an individual falls within it depends partly on his circumstances and partly on the nature of the action in prospect. The Court will consider the grounds of action, and the remedy sought, and if the remedy can be obtained in the Sheriff Court, the Court of Session will the more critically consider an application for admission to the Poor's Roll of that Court. In one case where application was made in order to raise an action of damages for slander the Court of Session refused admission, stating pointedly that the action might well be raised in the Sheriff's Small Debt Court. Anything savouring of vexatious litigation will not be tolerated. The Poor's Roll is not intended for all persons in the lower ranks of life. It is meant only for those who in consequence of poverty are not able to meet the expenses of a litigation. It is not enough that it should be inconvenient, or even highly inconvenient, for a party to bear such expenses, he must make out a case of absolute necessity, or the Court will not listen to the petition. The decisions of the Court as to those entitled to admission to the Roll may seem to vary but are the more readily reconciled by a consideration of the succeeding changes in the standard of life of a nation over the centuries. It may be noted that the Court have refused to admit an unmarried man earning £1 4s. per week, but have admitted a married man with children, with a wage of £1 7s. per week, and while admitting an undischarged bankrupt who was being sued, have refused benefit to a married man with wife and family in receipt of a wage of £1 11s. 6d. per week. These decisions as to poverty are, however, all prior to the recent increase in cost of living, but general principle will have application, and the circumstances will be considered in a common-sense way with reference to the position of the applicant. Mere want of employment will not be considered poverty if, under ordinary circumstances, the applicant is able to earn reasonable wages, and the giving up of such employment in order to devote whole energies to the furtherance of the litigation in hand will not be considered true poverty. It is not requisite that there should be poverty in the sense of absolute destitution, and it has been said that where there is nothing exceptional, the applicant should be admitted whenever he was manifestly unable to pay his way in the litigation. The prevention of abuse of the Poor's Roll has at all times been considered of the greatest moment, and the aim of the Court will be to see on the one hand that no Poor Person is denied justice, and on the other that the legal profession is not imposed upon.

When it has been ascertained that a state of poverty exists the Court always remits for the purpose of enquiry as to whether or not there is a *probabilis causa litigandi*. In the Sheriff Court the application is remitted to the Solicitors for the Poor. If the report is affirmative, that the applicant has probable ground of action and is entitled to the benefit of the Poor's Roll, the Sheriff appoints one of the Solicitors to take charge of the case. Such Solicitor then conducts the case to the final issue, notwithstanding that during the progress he may have ceased to be acting for the Poor.

In applications to the Court of Session the question of *probabilis causa* is considered by a special reporting body consisting of two Advocates, one Writer to the Signet and one Solicitor before the Supreme Court who act exclusively as Reporters. After enquiry a report is lodged in Court and the applicant is admitted or refused benefit.

The method of enquiry is the same both in the Sheriff Court and Court of Session cases. Intimation is made to the opposing party who is entitled to attend and lead evidence. Witnesses are examined orally where possible, though not on oath, and if witnesses cannot attend statements of evidence will be considered. The person opposing the application for admission to the Roll is entitled to see witnesses' statements subject to the discretion of the Reporters to withhold the names and addresses of the witnesses. The Reporters having considered all the facts before them thereafter report whether the applicant has, or has not, a *probabilis causa litigandi*. The question whether there is a *probabilis causa* or not is in all circumstances for the Reporters and not for the Court, and the Court will only interfere where there is a gross miscarriage of justice or failure of duty. If the Reporters differ in opinion then it will be for the Court to decide. In such event the practice seems to favour admission although the Court of Session have refused to admit where the applicant had adverse judgments of the Sheriff Court standing against him.

Appeals to the House of Lords by a poor litigant are regulated by the Standing Orders of that House. Petition for leave to sue *in forma pauperis* must be lodged within one week of presentation of petition to appeal. Petitions must be served and must be accompanied by affidavits and certificates of poverty. Applicants for leave are required to establish to the satisfaction of the Appeal Committee of the House of Lords that they have a *prima facie* case for appeal.

Having dealt with the admission of the poor litigant to the benefit of the Poor's Roll, it is right to touch briefly on the effect of admission on such Poor Persons and the position of the legal advisers conducting the litigation. So far as the public purse is concerned, it will be particularly noted that the poor litigant is relieved of all Court dues. The name of the poor litigant on Court papers being preceded by the word "poor," there is for public purposes no difficulty in identifying such litigations. The litigant, when on the Poor's Roll, is in no case required to find security for expenses. Even an undischarged bankrupt has been admitted to the benefit of the Roll without requiring to find security. Poor litigants, when successful, recover expenses from the opposite party, including fees to Solicitors, dues of Court and fees to Counsel in Court of Session cases. The poor litigant will usually be granted costs, and it is expressly directed by the Statute of 1424 that such costs should be awarded. In House of Lords appeals fees to Counsel are not allowed and Solicitors only receive out-of-pocket charges with a sum to cover expenses. Unless costs are awarded against and recovered from the opposite party, the Solicitor has no claim whatever for fees and his services are gratuitous in the fullest sense. The Sheriff Court Rule on this point is to this effect: "Unless expenses shall be awarded against and recovered from the opposite party the Agent shall have no claim for fees, but the litigant shall be liable to him for the actual outlays incurred with the litigant's sanction." The Court of Session regulation is in different terms but to the same effect, the regulation being: "Persons pursuing or defending *in forma pauperis* shall in the first instance be exempted from the payment of fees and professional charges to Counsel and Agents and of Court fees." It will be seen that no sum is allowed to the Solicitor from any source whatever for expenses of clerks or any other office outlay. The poor litigant should pay postages and incidents of that kind, but very seldom can he do so, and much of this outlay also falls on the Solicitor. The Solicitor in all Courts is free from the usual liability to pay expenses of witnesses, shorthand writers and Court dues unless such charges are subsequently recovered. Should the position of the litigant

change for the better, and the Poor Person acquire means, judgment can be obtained against him by the Solicitor for costs and charges. Where the Poor Person loses he will be found liable in expenses to the opponent in the same way as another party litigant would be, the opponent being allowed to recover as best he can. To prevent abuse the Court may at any time deprive the party of the benefit of the Poor's Roll. This power may be exercised at any stage and at any time if either the *probabilis causa* or the poverty has ceased to exist. The pursuer of an action of damages has been struck off the Poor's Roll in respect of refusal to accept a sum reported to be proper and adequate, it being held that the *probabilis causa* had ceased. Acquisition of such wealth as takes a Poor Person out of that class is a ground for removal. The Court will certainly use the power of removal without hesitation to prevent vexatious litigation; although generally the necessity for enquiry and report is sufficient of itself to prevent litigation of this character.

That the services of Solicitors and Counsel for the Poor are in demand admits of no doubt. The figures appended taken from the statistics of the litigation in the Civil Courts in Scotland and extending over a period of twenty years from 1902 to 1922 shows the extent to which such services are requisitioned. Statistics of appearances in criminal cases are not available.

Summarized shortly the more recent figures may be stated thus:—

SHERIFF COURT.

The average application for five years ended 1914 were 1,946
" " " " five years ended 1919 .. 840
" " " " three years ended 1922 .. 1,276

COURT OF SESSION.

Average for five years ended 1914 112
" " five years ended 1919 145
" " three years ended 1922 94

It will be observed that the year 1913—the last complete year before the War—shows 2,137 applications in the Sheriff Court, while in the year 1918, being the last year of the War, the figures drop to 595. The tendency in the Court of Session was different during the same period, 103 cases in 1913 had risen to 159 in 1918 and to 234 in 1919. These figures are remarkable and may possibly be explained by the fact that not only was litigation reduced in the Sheriff Court during the War, but less poverty existed. In the Court of Session the rise is no doubt due to the increase in the number of actions of divorce.

From the statistics applicable to the Sheriff Court it will be observed that in addition to the actual refusals by the Court to admit, a large number of applications are held "to be otherwise disposed of." These are generally cases which have been settled through the good offices and advice of the Solicitor of the Poor.

The above forms in brief detail the system in Scotland of providing legal services to poor litigants. No criticism, or suggestion for amendment is here attempted, and it is not claimed that there could not be improvement. As a whole the system works well, and it may be fairly stated that the pious sentiments of the Ancient Monarch have been carried into practical effect. From the public standpoint it is assured that no citizen is denied justice by reason of poverty, and no one accused of serious crime is without legal aid in defence. The careful way in which the Courts watch the conduct of Poor Persons' cases is another valuable safeguard of the public interest.

The benefit to the legal profession cannot be lightly assessed. So long as the profession give skilled and arduous services gratuitously to those in poverty there can be no reproach that justice is denied to the Poor. Further the profession profits by the education which the work affords. The practitioner here gains valuable experience in Court procedure and pleading and so equips himself for the conduct of his profession. Of even greater importance is the opportunity afforded to the legal adviser of coming in contact with the deserving Poor, sympathising with their difficulties, redressing their wrongs, upholding rights and ofttimes preserving liberties, and in this hard school of life acquiring those qualities of heart and mind which are so essential to the realisation of that trusted service to all the community which is the ideal of the legal profession.

CERTIFICATE OF POVERTY—SHERIFF COURT.

Place .....
Date .....

I Certify that A.B. is unable through poverty to pay for the conduct of legal proceedings.

Signature .....
Inspector of Poor for the Parish.

DECLARATION OF POVERTY AND CERTIFICATE—COURT OF SESSION.

We, the undersigned, Minister and Elders of the Parish of , do hereby certify that on the day of A.B., residing at applying for the benefit of the Poor's Roll to enable him (or her) to carry on a lawsuit about to be brought (or presently depending) before the Court of Session, appeared personally before us, and did in our presence (if the adverse party or his agent be present, add, and in presence of C.D. designing him) emit the following statement in regard to his (or her) circumstances and situation:—

That he (or she) is years of age.

That he (or she) is unmarried (or married, as the case may be).

That he (or she) has . (number of children under such an age, or in such or such circumstances).

That he (or she) has resided in this parish (specify the time).

That he (or she) is possessed of (here specify particularly the applicant's property of every description).

That he (or she) is (state the trade or occupation) in which his (or her) earnings amount to (state amount).

That he (or she) has not at present any other lawsuit depending before this or any other Court (or if the applicant has any other lawsuit, the case should be particularly mentioned).

STATISTICS.

APPLICATIONS FOR LEAVE TO SUE *in forma pauperis*.

(A) SHERIFF COURT—

Year.	Number of Applications.			
	Total	Granted	Refused	Otherwise Disposed of
1902	2,012	1,361	52	599
1903	1,885	1,408	33	444
1904	1,879	1,405	23	451
1905	1,836	1,334	12	490
1906	1,786	1,319	12	455
1907	1,815	1,345	21	449
1908	2,145	1,573	28	544
1909	2,187	1,452	20	715
1910	2,075	1,370	37	668
1911	2,089	1,442	56	591
1912	1,961	1,388	50	523
1913	2,137	1,980	48	109
1914	1,466	1,328	31	107
1915	1,064	717	32	315
1916	961	554	36	371
1917	655	599	26	30
1918	565	512	7	46
1919	957	837	39	81
1920	1,430	1,292	30	108
1921	1,210	1,065	74	71
1922	1,187	1,011	84	92

(B) COURT OF SESSION—

Year	Number of Applications
1902	124
1903	93
1904	92
1905	124
1906	78
1907	101
1908	72
1909	68
1910	79
1911	120
1912	117
1913	103
1914	141
1915	92
1916	99
1917	136
1918	159
1919	234
1920	119
1921	72
1922	90

Mr. P. H. EDWARDS (London) said he hoped that solicitors taking up Poor Persons cases would not look to get anything from the other side. The client could not pay the costs of the other side in the event of losing his case, and if he won the solicitor should not look for any recompense for his work. If The Law Society could devise a scheme for assisting poor persons he personally would be pleased to contribute £50 annually for five years to help to defray the expense.

Mr. A. H. COLEY (Birmingham), a member of the Poor Persons Rules Committee, said the paper was a very valuable contribution to a very difficult question. He suggested that a copy should be sent to each member of Mr. P. O. Lawrence's Committee. The

Secretary of The Law Society had given evidence before that Committee, which contained very valuable information as to the Scotch system. In the famous novel "Red Gauntlet" was a description of a concrete case of Poor Persons Procedure in Scotland, which would afford great satisfaction to those who read it. One or two points in the Scotch system required criticism. It appeared that in the Sheriff's Court, at any rate, the applicant obtained admission with comparative ease. He gathered from the paper that he had only to obtain a certificate from the Inspector of the Poor. The English system was more searching in its enquiry as to means; it required what was in fact the sanction of an oath as to the applicant's status. The English system was liberal as to the class of persons admitted to Poor Persons litigation. It was somewhat startling to hear that some of the cases in Scotland referred to in the paper were admitted with difficulty. He would like further information as to the position of the solicitor in Scotland with regard to costs. In certain cases costs appeared to be awarded to the person conducting the case if the costs were recovered from the other side. It was desirable to prevent persons from taking part in the procedure with speculative intent. With regard to the proposal that solicitors should control the whole matter as to the claim for assistance in their local boards, he thought the suggestion would be of great advantage to the profession. It had been possible to work Poor Persons Procedure in Scotland, and solicitors in England were equally capable of carrying it out. He thought the meeting would agree as to the desirability of divorce cases being held in the local courts, which would put an end to a great deal of the present difficulty. There was no reason why it should be necessary to bring these cases in London or at the Assizes, with the consequent expense. He urged that solicitors in England should join with those in Scotland with the object of getting control, and he felt sure that then the system would be worked with great success.

Mr. C. J. E. CROSSE (Manchester) said that one of his duties was to sit as presiding officer in Poor Persons' cases. He found that the difficulty was the large increase of divorce cases and the shrinkage of the voluntary panel. The willing horse had to do all the work and case after case was taken by the same solicitor. He was not surprised that this happened, because the rules were framed in a way which was insulting to the profession. There was no acknowledgment of the solicitor's services, but all sorts of restrictions were put upon him, and if he made the slightest slip, or if the evidence was not complete, the judge was down upon him as if he had committed a crime. He got no advertisement—his name was not mentioned in court. Counsel might get something out of a case, but not the solicitor. It would help greatly if these cases were taken in the courts where solicitors had audience, as in that case solicitors, especially those in early practice, would more readily take up the work. The young solicitor could learn and could have an opportunity of practising advocacy. He could not learn much in taking actions in the High Court, which he could not fight properly, not being able to get hold of witnesses who had the money. He did not see why the solicitor should not get his costs from the other side. A modified rule already permitted it, because if the poor person recovered damages the solicitor got his costs out of them up to a certain amount.

Mr. F. B. OSBORNE (Manchester) said he saw no reason why a solicitor should not be allowed to recover costs where he succeeded simply because the client was a poor person. He could not agree that it was desirable that divorce cases should be tried in the county court. A great difficulty in getting solicitors to take up Poor Persons' cases was that in most cases interlocutory work had to be done in London.

PROBLEM OF DOUBLE TAXATION.

Mr. H. C. BURGIN (London), in the unavoidable absence of Dr. E. Leslie Burgin (London) read a paper on this subject which we propose to print next week.

CO-PARTNERSHIP SCHEMES DRAFTING DIFFICULTIES.

The following paper was read by Mr. P. H. EDWARDS (London).

The general principle of Co-partnership must be well known to most Solicitors, but there may be some who are not perfectly acquainted with the subject. Put as shortly as possible, Co-partnership is any arrangement made by the owners of a business which provides that the workers shall share to some extent in the profits, capital and control of the business in which they are employed. Or, if we wish to put it more fully—

(1) The worker should receive in addition to the ordinary wages of his trade and after interest has been paid on capital, some share in the final profit of the business.

(2) The worker should invest such share of profit, or part thereof, in the capital of the business.

(3) The worker should acquire some share in the control or management of the business in one or both of the following ways:—

(A) By acquiring share capital, and thus gaining the ordinary rights and responsibilities of a shareholder.

(B) By the formation of a Co-partnership Committee of Workers having a voice in the management, even if it is only advisory.

It is claimed that this principle, when adopted in a fair spirit by master and man, increases the chances of success of the business, as it conduces to loyalty and goodwill on the part of the worker.

Co-partnership schemes vary considerably, on the very fringe being simple profit-sharing schemes which do not provide for any capital being held by the worker, who takes his share of profit in cash. Next there is the profit-sharing scheme accompanied by the formation of a committee of the workers which looks after some of the needs of the worker. Then there is the more ordinary Co-partnership Scheme, where perhaps some of the profit goes in cash to the worker, some he receives in shares of the business and some may go to a welfare scheme—and some may go to form a pension fund, a very favourite way at the present time, as a very small annual payment means an appreciably good pension at old age in the case of the younger workmen. Finally, you have businesses like the Co-partnership Productive Societies, which have been formed either by the workers themselves providing the original capital, or by their, at some stage, acquiring the capital. In my opinion these latter societies are splendid examples which go to prove that the worker can by legal and constitutional methods acquire capital holding with much greater possibility of success and happiness than is offered by any Communist Confiscatory plan.

Co-partnership and profit-sharing are no new ideas. The earliest schemes in which the rudiments of Co-partnership principles can be found date as far back as 100 years ago, but it has been growing steadily in favour since 1884, and a few of the well-known firms practising it include Lloyd's Bank Limited, all Lord Leverhulme's businesses (including Lever Bros. Limited, Port Sunlight), Bryant & May Limited, Brunner Mond Limited, Clarke, Nicholls & Coombe Limited, Cadbury Bros. Limited, Rowntree & Co. Limited, John Mackintosh & Sons Limited, and practically all the gas companies. In Manchester, amongst others, there is the well-known firm of Hans Renold Limited, and solicitors must take a special interest in the well-known firm of The Solicitors' Law Stationery Society Limited. Their scheme is quite interesting and provides that everyone exclusively employed by the Society during the whole of any year in respect of which a dividend exceeding the rate of 6 per cent. per annum is paid to the shareholders, shall receive in respect of such year for each additional 1 per cent. of dividend so paid, a bonus of 1 per cent. on the total amount (exclusive of expenses) paid to him or her during such year as wages, salary or commission. As an example, if the dividend paid in respect of any year is at the rate of 10 per cent., as it was in 1912, the bonus to the staff will be at the rate of 4 per cent. It is an extremely simple scheme and appropriate to almost any kind of business, and their employees have received by way of bonus during the last five years over £41,000.

Still greater popularity, however, may be expected for Co-partnership in the future, as I observe that the latest official statement of the Unionist Party's Principles and Aims states:—

"The constant repetition of trade disputes ending in the stoppage of work is dangerously threatening our industrial prosperity and interfering with the daily life and comfort of the population.

"A spirit of comradeship between employers and employed is vital, and the Unionist Party will gladly take steps to promote feelings of mutual confidence amongst all those engaged in trade and industry and will encourage the admission

of the workers by the application of the principle of co-partnership to a direct share in the success of the undertakings in which they are employed."

Co-partnership is, however, a strictly non-party movement. No party has a monopoly of the idea and thoughtful men of all political creeds are turning towards Co-partnership as a possible solution of present day industrial troubles.

I must confess that our own profession has not welcomed it with open arms and I think my own views upon this subject, when originally it was brought to my notice professionally, have probably been shared by many. First I thought, How new! and then I thought How difficult! My client, however, was not discouraged by my lack of enthusiasm and my thoughts advanced to "The workers won't thank you" and "you cannot afford it," but I was told that other firms had tried it successfully and I was asked by my client to think out a scheme. So, very reluctantly, I did so and, in the course of its preparation, consulted the Co-partnership Association who gave me every help and, incidentally, converted me into a firm believer.

One of my first criticisms, however, still remains perfectly true. "The workers won't thank you." It is a regrettable fact that in many firms there is a feeling of hostility and suspicion between the employer and employed. The employer sometimes quite indifferent to his workmen's feelings, wants and welfare, the worker on his part often looking upon his employer as a profiteer and therefore to be given as little good work for his wages as possible; so if a scheme of co-partnership is suddenly launched without adequately preparing the ground the worker distrusts it and thinks: "Yes, we know he gives us a shilling at the end of the year and expects £5 of extra work for it. No thank you, we are not having any."

Therefore the first and most important matter is, Never to advise your client to start a Co-partnership scheme until it has been fully explained and, if possible, asked for by the men. It is so easy to make a sensible man understand how he and his fellow workmen stand to gain by Co-partnership; get such a one to speak about it to his comrades, let him give examples of what other workmen are getting by it in other businesses. Let him be told that a worker in a well-known Company the other day said:—

> "Before the introduction of Co-partnership into our Company we always had a great number of people coming and going, the help was continually changing; as workers left it was necessary to take on fresh help. It was what might be called a floating populace, but now nobody leaves us unless a girl gets married or a worker dies.
>
> "Keeping the same staff is a very good thing to the wage-earner. This continuity of employment makes a working man feel secure. The greatest evil to the wage-earner is the dread of unemployment. Now the worker comes and stays at his job, gets a regular weekly wage and knows that his work is regular and that he will get the same wage right through, and is able to give a regular amount into his home each week and both he and his family have a feeling of security."

When the workers have discussed the subject amongst themselves, then let your client allow it to leak out that he would be prepared to consider such a scheme, if he were approached, and, when he is approached form a joint Committee of two Directors and two workers to consider the details of such a scheme. By this means the ground will be properly prepared for success. It must, however, be a fair scheme. Too small a share of profits is only "spoiling the ship for a ha'porth of tar"; try and work out and advise a liberal scheme. The Englishman is a generous-hearted fellow with a strong innate sense of justice. I have frequently been told by employers that often men have worked better when a co-partnership scheme was started, not at first because they thought it would bring them in anything worth having, but because they recognised the goodwill of the employer and did not want the employer to be a loser.

Looking at the other side, a worker in a Gas Company told me that when the scheme started and he got his first £5 of stock, he was not satisfied until he made it £10, and, when he got his first dividend, it instilled in him for the first time the value of thrift, and that man—quite on the lowest rung—is now a Director, although still working at his original work, and worth, as he proudly told me, well over four figures.

I now come to the question of a scheme itself, and here I find precedents are of very little use. Nearly every business requires its own scheme and there can be no standard scheme to suit every business. It stands to reason that a business, such as that of a Foreign Banker or export agent, may employ thousands of pounds to every individual employed, and is very different from a manufacturing business renting its works which, possibly with very small capital and quick turnover, may employ a much larger number on a very much smaller capital. I have, however, worked out a scheme which provides for this difference between the amount of capital and the number of workmen employed and, omitting usual simple and obvious clauses, the scheme is as follows:—

SCHEME.

1. All employees of the Company shall receive not less than the standard rate of wages.

NOTE.—This creates no difficulty, as standard rates of wages for most trades are a definite and easily ascertainable amount in these days.

2. The holders of capital shall receive a standard rate of interest at the rate of two per cent. per annum above the average Bank rate for the current year.

NOTE.—It may be necessary to vary this, upwards where the costs of capital are greater, downwards where the investment is more or less gilt-edged; but the rate suggested will suit many types of business.

3. A part of the surplus net profits remaining after the payment of interest on the capital shall be divided as follows:—

(A) In businesses where the total annual payment for wages is less than 25 per cent. of the capital employed in the business, Labour shall receive not less than 10 per cent. of the surplus profits, which sum is to be distributed in manner hereinafter appearing.

(B) In businesses where the total annual payment for wages exceeds 25 per cent., but is less than 50 per cent. of the capital employed, Labour shall receive not less than 20 per cent. of the surplus profits.

(C) In businesses where the total annual payment for wages exceeds 50 per cent., but is less than 75 per cent. of the capital employed, Labour shall receive not less than 30 per cent. of the surplus profits.

(D) In businesses where the total annual payment for wages exceeds 75 per cent. of the capital employed, Labour shall receive not less than 40 per cent. of the surplus profits.

NOTE.—Thus you observe the great difference in the proportion of profits paid to the workman depending on the ratio of capital and labour and I will give two examples.

Company "A." Capital fully paid up £500,000, business agents for sale of South American produce. Capital mostly employed in advancing to South American owners of produce on Bills of Lading. Total wages of staff, including Managing Director, amount to £35,000 per annum. Profits for year amount to £70,000. We will assume Bank rate is 4½ per cent., so capital must first receive £32,500, leaving £37,500 surplus, divisible 90 per cent. to capital and 10 per cent. to go to workers *pro rata* according to amount of his salary. This works out that capital will receive roughly a total of 13 per cent. and each worker with a salary of £200 per annum would get a little more than £21.

Company "B." Capital fully paid up £2,000, manufacturing a patent article, starting on a small scale in a rented factory. Machinery on hire system and with borrowed money and getting credit for advertising and purchase of raw materials. Employing labour £4,300 per annum. Net profits for year amount to £1,330. Capital first must receive £130, leaving £1,200 surplus, divisible 60 per cent. to capital and 40 per cent. to workers. This works out 42 per cent. for capital and each worker with salary of £200 per annum will get about £20. In both of these cases workers would get about the same, £5 in cash, £5 to go to welfare scheme and £10 invested in the shares of the Company. Workers getting more than £200 per annum would get, of course, proportionately more.

4. The share of the surplus profits divisible amongst the employees, as ascertained by the preceding clause, shall be distributed *pro rata* with the amount of the wages paid as to 25 per cent. in cash, such sum as may be agreed, not exceeding 25 per cent., shall be devoted to welfare schemes for the employees and the remainder shall be invested in stocks or shares of the business in the names of the employees entitled thereto, and the employees by acquiring such capital are to have the ordinary rights and responsibilities of a shareholder including the right to elect directors.

NOTE.—A very successful scheme sometimes provides that on arriving at a pensionable age the capital of an employee may by purchased by his fellow workmen paying to the retiring workmen an annuity therefor, or a pension to his widow on death.

I might add that Mr. J. H. Boraston, Conveyancing Counsel and Honorary Legal Adviser to the Co-partnership Association, who is very much interested in Co-partnership, helped me to settle this scheme. It must, however, be taken as quite a rough standard, especially in regard to the figures, and frequently it has to be varied, but it is useful as a ground work to proceed on.

I now come to the difficulties of Co-partnership schemes. The first point that I am always asked is: How about losses? Does the worker share? The answer is that, if it is a good scheme, he should most certainly share in losses by the reduction of the capital value of his holding in the business. Of course if there is a loss the first year he does not bear it because he has acquired no capital, but, if he has once acquired capital

through the investment of his share of profits, probably a reserve will have been provided by the Company to bear future losses, just as sound, old-established companies generally provide a reserve to equalise dividends. In any case once the worker has acquired capital and the business makes a loss, his capital shares in the loss and depreciates in value in exactly the same way as the capital of any other shareholder, and likewise appreciates in value when profits are good.

The second difficulty often made is: How can you start a Co-partnership scheme if the business is working at a loss? This is difficult, because if a business is working at a loss for a long enough time it will of course be wound up eventually. If, however, it is a business with possibilities, you can start the scheme by giving a bonus to the workers based upon the reduction of loss. I knew a case where the business had made a loss of £7,000 the previous year, and the proprietors gave 25 per cent. of any reduction in its loss to the workers, and the next year the loss was only £2,400, which meant £1,150 to the workers, and this year the directors believe that there will be a profit, and, to a great extent, they attribute it to the good spirit and assistance of their workers who—incidentally it might be remarked—purchased their £1 shares at 5s. each. However, businesses working at a loss are not as a rule favourable subjects for Co-partnership experiments.

Another difficulty—and indeed a very great one—is: How can you adopt Co-partnership in a private firm? There are two ways I can suggest:—

(A) Form a small private company with nominal capital, to be a holding company for the employees' share, or

(B) Appoint a trustee to hold a share of the business for the workers. The Trust Deed requires careful wording as, of course, partnership means sharing liability, but it can be effected.

I would observe, however, that the best businesses in which to start Co-partnership are large companies, and it always seems in such cases so very fair that the worker should share in the profits with the shareholder, who often has no idea where the business is carried on, and knows nothing about the working of it.

Still another difficulty is often raised: Won't the scheme offend the Trade Unions? It is perfectly true that Co-partnership is not favoured by some trade union leaders. They seem to fear the danger that eventually it might form such a strong bond between master and man that one of their chief reasons for existence would disappear; and it is, of course, true that the percentage of strikes in Co-partnership businesses is very low indeed, because the workers realise that a strike means a loss to the business and a loss in which they share, and may share for years afterwards. Most Solicitors, however, will agree that the Trade Unions have done and are doing excellent work, and sometimes it is possible in a Co-partnership scheme to provide that an additional auditor (chartered accountant) should be employed to look into the accounts and see that they are fair as far as the employees are concerned, and this accountant is sometimes selected by the Trades Union, and I have never known such confidence on the part of the employer abused.

A difficulty which employers sometimes raise is, that whilst at first it is easy perhaps to devote a certain amount of capital to be acquired by workmen, if it goes on, the Company may not be able to use so much capital. A difficulty raised by the worker and very much used as an argument by Trade Unionists is that it is wrong for a workman "to have all his eggs in one basket" and, if he gets a bonus, it is better to invest it in Government stocks, so that if the Company goes wrong all his savings are not lost. The answer to one helps to answer the other. If a certain amount of capital can only be usefully re-absorbed in the business the scheme can provide that surplus capital shall be invested in other stock, just as companies invest their reserves. A further answer to the workman's difficulty is that a co-partnership scheme is always an addition to ordinary wages. He can invest any savings from his ordinary salary in Government or other securities—or even a Derby lottery, if he likes—but he has his Co-partnership shares in addition.

In conclusion, we busy Solicitors must ask ourselves on behalf of our clients, Is it all worth while? Yes, it is. Firstly, from the money point of view—although this is in my opinion far, far away the least important—secondly, from the point of view of goodwill. Take the firm of Bryant & May's and their average machine output in one department since the introduction of co-partnership: 1920 output—20 units; 1921, 23 units; 1922, 24 units; 1923, 25 units; and 1924, 26 units. A worker of this firm, Mr. Wincklers, in a speech I heard him make, said:—"Since the introduction of co-partnership into our Company I am convinced that every person employed believes that he is part and parcel of the organisation. All the problems which beset the wage-earner can be overcome. Co-partnership has and is doing a great part in smoothing them out. These require not only the guiding ability and enthusiasm of the few, but the whole-hearted support of the wage-earning working man."

That is *the* great advantage. This country is beginning to disclose a great basic cleavage between on the one side the principle of identity between employer and employed, which is the foundation of Co-partnership, and on the other side State Socialism, Nationalisation of Industry and Communism which ignore human nature.

Nearly every Solicitor who has clients who are business men knows what the worker is thinking and is aware that education, the popular press, cheap travel, broadcasting, cinemas and generally the far better conditions of the working classes have given them knowledge and the desire of better and still higher conditions, and in the hearts of the workers is a conviction that there must be a greater equalisation of opportunities for themselves and their children. I need not labour the point; legislation is every day giving more and more to the poor, and by taxation, death duties, etc., taking more and more from the wealthy.

Two opposite ideals are emerging. One we will call the Communist ideal. To take forcibly from the rich to give to the poor until you have equality, a policy which is destructive and unsound economically. The other ideal we will call the Christian ideal. That it is better to give than to receive and that the rich voluntarily should enable the poor to achieve greater opportunities of equality and to share in the riches of commerce and manufacture; a policy which is constructive and economically sound. The basis of the one idea is the destruction of capital; that of the other the creation of fresh capital in the hands of those who hitherto have had few, if any, opportunities of effective saving.

Co-partnership is an important factor in this latter ideal for, as Mr. Mundy has truly said:—

> "In this way the workers will become citizens in industry, sharing its prosperity and its ownership and having a voice in its conduct, gradually acquiring more knowledge about business, making themselves more responsible for its smooth working, and generally becoming more capable and intelligent citizens of a country great and noble because its citizens are great and noble."

A discussion followed.

INCIDENCE OF INCOME TAX ON TRADING COMPANIES ABROAD.

A paper on this subject was read by Mr. W. H. BEHRENS (London).

A discussion followed.

FORENSIC ETIQUETTE.

A paper on this subject was read by Mr. E. A. BELL (London).

Banquet.

The customary banquet took place at the Midland Hotel, the President of the Manchester Law Society taking the chair. The guests included the Lord Chief Justice, Mr. Justice Eve, Sir Claud Schuster, K.C.B., C.V.O., K.C., Mr. W. H. Norton, President, Mr. Herbert Gibson, Vice-President, and Mr. E. R. Cook, Secretary of The Law Society; Mr. G. H. Charlesworth, President, and Mr. H. Derwent Simpson, Vice-President of the Manchester Law Society; Mr. E. Attkins, President of the Manchester Incorporated Law Library Society; Mr. A. M. Langdon, K.C., Recorder of Salford; Mr. E. Brierley, O.B.E., Stipendiary Magistrate for Manchester; Mr. A. J. Ashton, K.C., Recorder of Manchester; His Honour Judge Mellor; Mr. P. W. Atkin, O.B.E., Stipendiary Magistrate for Salford; Mr. Cyril Atkinson, K.C.; and the Lord Mayor of Manchester.

The loyal toasts having been given from the chair,

Mr. Justice Eve gave the toast of "The Law Society," whose policy, he said, had been steadily to demonstrate the axiomatic truth that the interests of the client and of the lawyer were identical. They were greatly indebted to Mr. Dibdin, the immediate past-president of the Society, for the great assistance he rendered in welcoming the visitors from America when the American Bar Association were the guests of the profession.

Mr. W. H. Norton, President of The Law Society, returned thanks. He said it was wonderful that of the 15,000 solicitors upon the roll, so many were members of the Society. The Society had many uses. As an advisory body the Council were consulted on matters which affected the profession, and still more largely the public, and their suggestions were always respected, and their relations with the judiciary were of the most cordial kind.

Mr. G. H. Charlesworth, President Manchester Law Society, submitted the health of "The Bench and the Bar."

The Lord Chief Justice responded for the Bench. He said he hoped there would be no unavoidable delay in filling the three existing vacancies in the King's Bench Division. By the sudden death of Mr. Justice Bailhache the country had been deprived of the services of a great commercial lawyer and a high-minded gentleman. At present, apart from any temporary reduction which might be caused by illness or otherwise, the strength of the King's Bench Division was reduced from eighteen to fifteen judges. This was the more serious, because no small part of their time was taken up by the Criminal Court of Appeal and by divorce cases on circuit. It was said that the increase in the number of judges would mean an expense of £10,000 a year, but that statement was not merely ignorant but ludicrous. After deduction of income tax and super-tax it would be nearer £5,000; but a great part, if not the whole, would be wiped out by the fees of suitors upon cases which the new judges would try and the saving of payments to Commissioners of Assize. Meantime litigants were delayed while courts were empty, and any slight additional expense caused by a return to the full strength of the King's Bench Division would be a mere drop in the bucket compared with the vast overhead charges and establishment charges which the administration of justice in this country entailed. It was most unfortunate that by a regrettable oversight, as he understood, the recent statute, when it came down in the form of a bill, reproduced the proviso from the earlier Act which provided that when the number of judges was sixteen or more neither of the remaining two was to be appointed without a resolution of both Houses of Parliament. The appointment of judges ought to proceed automatically upon death or retirement.

Sir Claud Schuster, K.C.B., C.V.O., K.C., also replied, observing that the assistance of The Law Society was of the greatest value to the State, as was particularly observed by successive Lord Chancellors. The burden of Poor Persons' Procedure legislation had in the past been bravely borne by the solicitors. It might be that this work should be done by the State; but he had experience of the way in which the State d its work, and he wished to say quite seriously that, quite apa from the interest of the profession and the public at large, it wa the profession who should, for their own interest and in the intere of the public, bear the burden.

Reading of Papers Resumed.

The reading and discussion of papers was resumed o Wednesday.

Company Law Defects.

Mr. Denis Hickey (Manchester) read a paper on this subje which we propose to print hereafter.

Mr. F. B. Osborne (Manchester) moved: "That the counc be requested to take into consideration the recommendatio contained in the paper."

Mr. Bell seconded the resolution.

Mr. G. H. Charlesworth (Manchester) said that not only th Chamber of Commerce of Manchester, but the Associate Chambers would welcome action by the Society in the directio of enlarging the ambit of the committee now sitting to consid these questions.

The motion was carried.

The Rotary Movement.

Mr. H. D. Darbishire, LL.B. (Liverpool) read the followin paper:—

Though my subject is an unusual one for these meetings, make no apology for introducing it. The fact that it is unusu goes to the very heart of all I have to say. It is my humbl opinion that the members of our profession, when acting togethe like the members of many other professions, vocations an businesses, are too self centred. They are too prone to confi their discussions and the actions that result from those discussio to their own particular interests and place in the community This attitude is, I believe, detrimental to our best interests, a I am certain it is detrimental to the best interests of the publ whose servants we are. To act together in furthering movement for social welfare, locally, nationally and internationally, to seek clearer and a closer understanding of one another, to learn fro those outside our profession how we can foster and encourage more efficient service for the community in which we live shoul be vital, if our profession is to keep abreast of the times and reall justify its existence. You will appreciate then that, in bringin before you this present subject: "The Legal Profession and th Rotary Movement," I am for the first time at these meetin making an attempt, I cannot say how successful it will be, to tak a step forward on a line of progress which, if pursued, will, i my view, redound to the credit of the profession and to th advantage of society. It is necessary that I should give you brief outline as to how and why the Rotary movement was starte what it is, and why it is believed by its supporters to be of valu to the community in which we live.

The founder of the movement is a member of our own pro fession, an Attorney of Chicago, Paul P. Harris. After h University career had ended, he travelled about the world seein many people and many countries. On returning to the Unite States he went to Chicago with the intention of practising h profession in that city. Here he met with the same fate tha awaits many who come as strangers to a densely populate metropolis—for solitude is the lot of the average intellectua man who finds himself a stranger in a large city, where the chie stimulus to thought in the ordinary mind is money, the gettin and the spending thereof, without regard for one's fellow-men This circumstance gave birth to the idea of founding a Clu wherein the members might not only become acquainted wit one another, but also devise means through which they coul in some measure prove their usefulness to the community thereby making themselves at the same time more proficien in service toward their fellow-men. Mr. Harris explained thi idea to a few friends, and encouraged by their enthusiasm an their desire to give proof of it, the first meeting of the Clu was held on the 23rd February, 1905, in the office of one of thes founders of the Club. From this time meetings were hel regularly, each member acting the part of host in his office in hi turn, and because the meetings were held in rotation the Clu became known as the Rotary Club of Chicago. The membershi grew rapidly, and it was found necessary to meet in an hote The movement spread to other towns and in 1910 a Nation Association was formed. In 1913 a list of the objects of the Clu was adopted, and to-day this list is as follows:—

(A) The ideal of Service as the basis of all worthy enterpris
(B) High ethical standards in business and professions.
(C) The application of the ideal of Service by every Rotaria to his personal, business and community life.
(D) The development of acquaintance as an opportunit for Service.
(E) The recognition of the worthiness of all useful occup tions, and the dignifying by each Rotarian of his occupatio as an opportunity to serve society.

(F) The advancement of understanding, goodwill and international peace through a world fellowship of business and professional men united in the Rotary ideal of Service.

Rotary reached the British Isles in 1911, and Clubs were started in London, this City, and Dublin. Belfast, Glasgow, Edinburgh, Liverpool and Birmingham followed, and in 1914 the British Association of Rotary Clubs was formed. During and after the war the movement spread, and it is now located in thirty countries all over the world. To-day there are 1,800 Clubs in existence comprising 101,500 members. In Great Britain and Ireland there are 174 Clubs with a membership of 10,000.

The special features of the movement, to which I wish to draw your attention, are as follows :—

First—The membership is limited to one representative from each vocation, profession or business. The advantages of this feature needs explanation. The Club is representative and does not become unwieldy. It becomes an ideal forum for discussions on all public questions, and it gives each member a knowledge of other persons in different walks of life and an insight into the problems of other businesses and professions. A Club of this character cannot become overloaded with representatives from one type of business, vocation or profession.

Secondly—In large centres the Club meets every week at lunch, and listens to an address, sometimes from one of the members about his own business experiences and difficulties, sometimes from a prominent person in the town, sometimes from a well-known man or woman from other parts of this country, or from other parts of the world. Some of the lunch meetings are devoted to private business, and evening meetings are held for special objects. The address very seldom lasts longer than twenty minutes, and a member can be back in his office within the hour if he so desires. The stimulation of these lunch meetings, if attended in the proper spirit, is most refreshing, and the change of atmosphere and of thought gives great relief to the over-worked and over-worried mind.

Thirdly.—There are the objects of the Club, and the conscious endeavour to put these objects into practical effect. The motto of the Club is "Service, not Self," and the acceptance of membership implies at least a desire on the part of members to strive to practise in their business, their private and their community life the ideals bound up in this motto and in the objects I have enumerated.

There are some who think ideals are will-o'-the-wisps ; and, certainly, if ideals are not practised, or if no attempt is made to put them into practice, they rapidly become so. Members of Rotary Clubs, imbued with the spirit of the founder, feel to-day that, if business, and in this term I include vocations and professions, is to be raised to a higher level more in keeping with the teachings of the Sermon on the Mount, it is necessary to strive continuously and collectively for this rather than leave it all to chance. The faith of the members taking part in the Rotary movement varies considerably. There are some members of Rotary Clubs who believe that the movement is the surest and swiftest means for bringing the highest ethical standards into our business life. There are others who are not so sanguine, and who, while admitting that such standards are excellent, and should be sought, honestly submit that they are impossible of attainment with a growing population and amidst the present scramble after wealth and power. They say that human nature, being what it is, renders such attainment impossible, and human nature is unchangeable. There are possibly others, but I have not met them, who will say, that the main incentive to business efficiency depends on this scramble after wealth and power, and that, if this incentive is replaced by higher aims, such as service of the commonweal, the whole machinery of industry will be brought to a standstill.

The question I put to you to-day is this : Could we by linking ourselves together with bonds similar to those that bind together members of these Rotary Clubs make our profession, and I speak here of the whole profession, Judges, Court Officials, Barristers, Solicitors and their staffs, more efficient servants to the community, not only in the work of our own offices, but in our homes and in our community life ? I do not want you to regard this paper as empty idealistic talk, but as suggesting something which here and now will help forward in an efficient and practical way the progress of our profession to higher planes of thought and service, not without sacrificing (though such sacrifice is made voluntarily) some of the comforts, but losing none of the real happinesses and the real advantages which we possess to-day.

One of the chief problems that is engaging the attention of those occupied in spreading the Rotary Club movement and its ideals and objects, is how to extend through the whole community the conscious effort which the Club and its members are making to attain these objects. Membership of a particular club is, as I have said, limited to one representative from each vocation, business or profession, and, as a consequence of this, it is impossible for other persons engaged in a similar business to join and obtain the advantages to be gained from membership of the Club. Various suggestions have been made to overcome this deficiency, but the one which seems to me to deserve greatest support is that each business or calling should endeavour to form Clubs, built up on lines similar to the present Rotary Clubs now in existence and bound together with the common ideals of service to the community. I therefore suggest that in every town or district where there is a Provincial Law Society a Club should be formed. Membership should be restricted to one representative from each firm or each department engaged in the administration of justice in the district. The Club should meet fortnightly or monthly for lunch and to hear an address or engage in discussion. There is no need for and I should be the last person to advocate an elaborate lunch. Simplicity of fare and moderation in cost, with full opportunity to meet and converse with the other members, are all that is necessary. Committees from the members of the Club should be formed as occasion demands to foster interest in the problems that confront the profession and to encourage the growth of the spirit of service, for which our profession is in many walks of life so justly famed.

The problems that are confronting our profession to-day can be classified under two heads. The internal problems, those that directly concern our profession, and the external problems, those that concern the administration of justice and the practice of law so far as they affect the public. The chief internal problems are first a fuller membership of The Law Society, secondly a wider support to the Solicitors' Benevolent Association, thirdly the education of the articled clerk, fourthly the education and a more equal opportunity of entering the profession for the unqualified Managing Clerk, fifthly a closer co-operation between the individual members of the profession, and may I with all due deference say, lastly, a larger attendance at these Provincial Meetings. The external problems are, first, the failure to settle actions in their early stages ; secondly, the costliness of litigation ; thirdly, the delay in obtaining a decision of the Court, due mainly to the complicated machinery and legal technicalities involved which can be used to force unjust compromises ; fourthly, full rights for the poor to have their legal difficulties dealt with ; and, lastly, the simplification of the means of transferring land. I have come to the conclusion that, in the settlement of these problems, all of which are in my view clamouring for early solution, we can never proceed far or move as rapidly as the position demands, until a new spirit permeates the whole profession. That spirit is the spirit of service to the community before service to oneself or one's profession on the one hand, and on the other hand the spirit of fellowship between the individual members of the profession, whatever their ancestry, their ability, their character or their prosperity.

You have no need to inform me of the difficulties that beset the path of anyone endeavouring to create a society of perfect human beings out of the individuals in the world to-day, with their strange beliefs and desires, their mistrust of their neighbours and their hard struggle for existence. I am one of those individuals (Rotary clubs are recruited from such individuals) who, like you, know the weaknesses of human nature and the difficulties which obstruct the way of those who try to love their neighbours as themselves or to sell all that they have and give to the poor. Yet here in the Rotary Club movement you have a conscious, concerted effort among business men to help forward the desire for this higher state, accompanied by practical efforts for its attainment. Are we, the legal profession, to deny the entrance of such effort into our wide fields of labour ? Even if this effort dies overwhelmed by the imperfectness of our nature, can harm result ? Will it, if it lives, help to solve the pressing problems I have outlined without friction and without delay ?

It would be a waste of words and of valuable time to tell me how arduous it is to make some of the members of our profession interest themselves in matters outside their actual professional duties. The cares of the office, the superabundance of clients, an inexperienced or insufficient staff, a lack of office organisation, a fear that additional burdens are being thrown on already overworked partners, the hard struggle for a livelihood, a natural distaste for such work or a retiring disposition are all causes for this apparent indifference. I have had long acquaintance with our Law Students Association in Liverpool, the Liverpool Board of Legal Studies and with the Poor Man's Lawyer Department, and I know the uphill nature of the task of endeavouring to persuade the profession as a whole to meet together for the express object of helping forward those matters, not connected directly with their own particular professional work, but which indirectly assist them in such work and directly affect and heighten the value of their services to the general public. But my experience also teaches me that there is no body of men more generally occupied in labours for the good of the community, in Parliament, on Local Councils, on the Committees and Boards of our Voluntary Social Service Institutions, than the members of our profession, and from my association with those who have helped in Liverpool and District as Poor Man's Lawyers I know there exist the spirit of service to the community which rises triumphant over purely selfish aims and purely selfish ends.

This spirit needs to be actively and collectively fostered, and I therefore strongly advocate that The Law Society and the Provincial Law Societies should publicly approve the organisation of Clubs in various centres, as I have suggested, and support all efforts made in this direction.

Mr. HERBERT GIBSON (London) (vice-president) said the aim of the movement was the desire of the individual to do good to his fellow man, and it was by individual effort only that it could be made a success.

Mr. DARBISHIRE replied to the criticisms of some of the members. He said it was not fair to criticise the movement without thoroughly understanding it.

Sir CHAS. MORTON (Liverpool) said he had knowledge of the value of rotary clubs in Liverpool.

TRADE UNIONS OF THE LAW.

Mr. H. G. BARCLAY (Macclesfield) read a paper on this subject which we propose to print next week.

Mr. E. R. COOK (Secretary) said that in Australia there were barristers and solicitors and each could do the others' work, but he had been told by a Melbourne lawyer that although there might be fusion, the different members of a firm devoted themselves to one branch or the other of practice.

Mr. HOWARD WATSON (Liverpool) expressed himself in favour of fusion.

Mr. W. B. COCKS, LL.B. (Nuneaton) thought that until it was proved that countries where they had fusion got better results it would be wise to adhere to the present system.

Mr. C. MACKINTOSH (London) believed that the work would not be so well done under fusion. The present system had commended itself to the public for many years, and would, he thought, continue to do so for many years to come.

Mr. A. M. INGLEDEW (Cardiff) contended that The Law Society welcomed reform, and he was certain that if the commercial community showed any desire for fusion the Society would do their best to obtain it.

Mr. E. G. MAY (London) said that the paper had adduced a very potent reason, in his opinion, for a change in the system. Poor people were likely to be benefited. He did not see why partners in a firm should divide the business as was the case in the United States and elsewhere where fusion existed.

Mr. BARCLAY replied. He said The Law Society very properly endeavoured to keep out unqualified intruders from doing the work of solicitors. He had not at all intended to attack the Society, of which he had been a member for twenty-five years. The Society did most valuable work. He quite agreed that if there was fusion the Bar should have the privileges which solicitors enjoyed. Fusion was the rule in most civilized countries.

VOTES OF THANKS.

The proceedings closed by the passing of votes of thanks to the Lord Mayor, the Manchester Law Society, and to many others who had assisted in entertaining the members and the ladies who accompanied them.

A number of excursions to places of interest were made during the visit, and clubs, golf links, tennis grounds, and so on, were thrown open during the meeting.

Solicitors' Benevolent Association.

The annual meeting of this Association was held at the Town Hall, Manchester, on Wednesday, Sir Arthur Copson Peake, LL.D., presiding. The annual report of the directors for the year ending 30th June stated that the Association has now 4,328 members, of whom 1,159 are life and 3,169 annual subscribers; 103 of the life members are also annual subscribers, and, in addition, thirty-six firms are subscribers. It has lost during the year 120 subscribers through death and forty-four through withdrawals, and obtained 276 new subscribers. The directors very much regretted to report the death of Sir Walter Trower, who was for many years a director and a most liberal supporter of the Association, which, through him, received the handsome legacy that enabled the creation of the "Wilton Annuities"; of Mr. W. J. Humfrys, of Hereford, also a director for many years, who was a liberal supporter and gave during his lifetime funds to found two annuities in his name; of Mr. A. Wightman, of Sheffield, also for many years a director, who was a most liberal supporter and during his lifetime gave £1,000 to the funds of the Association; and of Mr. T. H. Wright, of Leicester. The following legacies had been received during the year: under the will of J. W. Budd, £100; of T. England, £50; of J. J. D. Botterell, £200; of C. J. Tyas, £500; of Rd. Horsley, £2,000; of F. Wolfe, £100; of J. C. Eccles, £105; of T. Phelps, £100; of H. E. Lawrence, £100; of Mrs. Price Powell, £200. The £2,000 received under the will of Rd. Horsley was left to found an annuity in memory of his father and brother, who were members of the profession, such annuity being one of £86 per annum. A donation of £500 was received from the Trustees of the late J. C. Geiselbrecht, and this had been invested to found an annuity of £21 per annum. The total relief granted during the year amounted to £9,148 16s., made up of 204 grants from the general fund, amounting to £7,153 1s., namely, £3,022 5s. 6d. to members and families of members, and £4,130 15s. 6d. to non-families and families of non-members, and of pensions and annuities. Since the publication of the last report the directors had engaged the services of Miss Katharine Passmore to undertake the work of a lady visitor. The result had been very satisfactory, Miss Passmore's inquiries and reports having been of great service to the board in coming to a decision with regard to the eligibility of candidates for relief, and the directors considered that she has discharged her duties with tact and judgment.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 9th October.

	Middle Price. 1st Oct.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	57⅛	4 7 0
War Loan 5% 1929-47	102⅛	4 17 6
War Loan 4½% 1925-45	97⅝	4 12 6
War Loan 4% (Tax free) 1929-42	100½	4 0 0
War Loan 3½% 1st March 1928	96⅜	3 12 6
Funding 4% Loan 1960-90	89xd	4 10 0
Victory 4% Bonds (available at par for Estate Duty)	91¼	4 7 6
Conversion 4½% 1940-44	98 4/16	4 12 0
Conversion 3½% Loan 1961	77¼	4 10 0
Local Loans 3% 1921 or after	66⅛	4 10 0
India 5½% 15th January 1932	101¼	5 9 0
India 4½% 1950-55	86⅝	5 4 0
India 3½%	64⅞	5 7 6
India 3%	54⅞	5 9 0
Colonial Securities.		
British E. Africa 6% 1946-56	112½	5 6 6
South Africa 4% 1943-63	89	4 10 0
Jamaica 4½% 1941-71	94	4 16 0
New South Wales 4½% 1935-45	95½	4 14 0
W. Australia 4½% 1935-65	95½	4 14 0
S. Australia 3½% 1926-36	85	4 2 0
New Zealand 4½% 1944	96	4 14 0
New Zealand 4% 1929	96¼	4 3 0
Canada 3% 1938	83½	3 12 0
Cape of Good Hope 3½% 1929-49	80½	4 7 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 6
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6
Birmingham 3% on or after 1947 at option of Corpn.	65	4 12 6
Bristol 3½% 1925-65	76½	4 11 6
Cardiff 3½% 1935	88½	3 19 0
Glasgow 2½% 1925-40	75	3 6 6
Liverpool 3½% on or after 1942 at option of Corpn.	77	4 11 0
Manchester 3% on or after 1941	65	4 12 6
Newcastle 3½% irredeemable	75½	4 13 0
Nottingham 3% irredeemable	65	4 12 6
Plymouth 3% 1920-60	69xd	4 7 0
Middlesex C.C. 3½% 1927-47	82	4 5 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	84	4 15 0
Gt. Western Rly. 5% Rent Charge ..	103	4 17 0
Gt. Western Rly. 5% Preference	101½	4 18 6
L. North Eastern Rly. 4% Debenture ..	83	4 16 6
L. North Eastern Rly. 4% Guaranteed ..	81	4 18 6
L. North Eastern Rly. 4% 1st Preference	80	5 0 0
L. Mid. & Scot. Rly. 4% Debenture ..	83	4 16 6
L. Mid. & Scot. Rly. 4% Guaranteed ..	81½	4 18 0
L. Mid. & Scot. Rly. 4% Preference ..	80½	4 19 6
Southern Railway 4% Debenture	83	4 16 6
Southern Railway 5% Guaranteed ..	101	4 19 0
Southern Railway 5% Preference	99½	5 0 6

Arbitration in the Civil Service.

At a meeting of the council of the Institution of Professional Civil Servants on Tuesday night it was reported that the Chancellor of the Exchequer had definitely refused to agree to the inclusion within the scope of the proposed Arbitration Board of questions of salaries in excess of £700 per annum and grading. The National Whitley Council (Staff Side) would decide at their next meeting, on 6th November, whether or not they would accept the arbitration proposals as they now stood. The proposed board was a distinct advance on the old board, which had excluded from its purview consideration of salaries over £500 per annum. From the point of view of professional civil servants, it was imperative that the board should be set up, since it had not been found possible to reach agreement on the Whitley Committees appointed to consider their claims, and a large number of these claims were awaiting consideration by the Arbitration Board if, and when, it was set up.

The council considered that the establishment of an arbitration board was essential to the efficient working of the Whitley machinery, and that the appropriate time for pressing for further concessions was when the board was working. It was, therefore, agreed to instruct the institution's representatives to press strongly for the acceptance of the arbitration proposals, and, in the event of their acceptance, for arbitration machinery to be put into immediate operation.

Court Papers.

The Autumn Assizes.

Crown Office,
26th September, 1924.

Days and places fixed for holding the Autumn Assizes, 1924 :—

OXFORD CIRCUIT.

Mr. Justice LUSH.

Saturday, October 11th, at Reading.
Thursday, October 16th, at Oxford.
Monday, October 20th, at Worcester.
Friday, October 24th, at Gloucester.
Wednesday, October 29th, at Monmouth.
Monday, November 3rd, at Hereford.
Thursday, November 6th at Shrewsbury.
Monday, November 10th, at Stafford.

NORTHERN CIRCUIT.

Mr. Justice AVORY.
Mr. Justice ACTON.

Saturday, October 18th, at Carlisle.
Thursday, October 23rd, at Lancaster.
Monday, October 27th, at Liverpool.
Monday, November 17th, at Manchester.

NORTH WALES AND CHESTER CIRCUIT.

Mr. Justice SANKEY.

Wednesday, October 15th, at Carnarvon.
Saturday, October 18th, at Ruthin.
Saturday, October 25th, at Chester.

MIDLAND CIRCUIT.

Mr. Commissioner HOLLIS WALKER, K.C.

Monday, October 13th, at Aylesbury.
Wednesday, October 15th, at Bedford.
Friday, October 17th, at Northampton.
Wednesday, October 22nd, at Leicester.
Saturday, October 25th, at Lincoln.
Wednesday, October 29th, at Nottingham.
Saturday, November 1st, at Derby.
Thursday, November 6th, at Warwick.
Monday, December 1st, at Birmingham.

WESTERN CIRCUIT.

(First Portion.)
Mr. Justice GREER.

Monday, October 13th, at Salisbury.
Friday, October 17th, at Dorchester.
Wednesday, October 22nd, at Wells.
Tuesday, October 28th, at Bodmin.
Saturday, November 1st, at Exeter.

NORTH EASTERN CIRCUIT.

Mr. Justice TALBOT.

Monday, November 3rd, at Newcastle.
Monday, November 10th, at Durham.
Monday, November 17th, at York.
Monday, November 24th, at Leeds.

Legal News.

General.

On Monday, the 6th inst., at 6 p.m., Professor J. E. G. de Montmorency will lecture at University College, London, on "The Contribution of Jeremy Bentham to the Study of Law." The lecture is open to the public without fee or ticket.

Mr. Edward Morgan Underwood (84), of Castle-street, Hereford, solicitor, senior partner in the firm of Messrs. Underwood & Steel, of Hereford, for many years Chapter Clerk to the Hereford Cathedral (unsettled) left estate of gross value £52,016 (net personalty £39,921).

The first meetings of the Royal Commission on Lunacy and Mental Disorder will be held at the Royal Commission House, 5, Old Palace-yard, Westminster, S.W., on Tuesday, 7th inst., and Wednesday, 8th inst., beginning at 10.30 a.m. each day. On 7th inst. evidence will be given by the Board of Control, and on 8th inst. by the Ministry of Health and the Lord Chancellor's Department.

Mr. Clynes, Lord Privy Seal, has agreed to receive a deputation from the National Federation of Professional Workers when Parliament reassembles on the subject of the granting of facilities for the passage of the Offices Regulation Bill. The Bill is designed to cover sanitary conditions of offices, overcrowding, underground premises, ventilation, heating and lighting, and provision for means of escape in case of fire.

Mr. John Dendy, O.B.E., of Ewhurst, Swinton, Lancs, of Messrs. Dendy and Paterson, solicitors, Manchester, chairman of the Pendlebury Children's Hospital, who died on 14th July, aged seventy-one, left estate of the gross value of £17,283, with net personalty £15,265. The legacies included £500 to the Manchester Children's Hospital; £500 to Monton Church, Eccles; eight weeks' wages to each of the employees of his firm.

A protest against what he described as "the farce" of Children's Courts was made at the West London Police-court on the 25th ult. by the magistrate, Mr. Forbes Lankester, K.C. Mr. Lankester said that on Wednesday afternoon he had to go with the clerk of the court and staff to the Fulham Town Hall, where the West London Children's Court was held. He there found that the only case to deal with was that of a mentally-deficient lad who was charged with wandering, and who turned out to be over sixteen years of age. Moreover, no lady justice attended the court, although he understood that it was due mainly to the influence of women that this elaborate apparatus of a children's court was established. "I hope," he added, "notice will be taken of my remarks, because it seems to me an absurd farce. The only difference, so far as I can see, between the juvenile court and the ordinary police-court is that the policeman does not wear uniform, so that the innocent youth of fifteen should not be frightened. I believe if the public knew about the absurdity of the whole thing this farce would cease."

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette, FRIDAY, September 26.

H. & W. BOOTH LTD. Oct. 15. Robert W. Rutledge, c/o Restall, Round, Gloster & Bird, 21, Waterloo-st., Birmingham.

DOBSON BOOKING OFFICES LTD. Oct. 29. Mr. Harold Brierley, 39, South Castle-st., Liverpool.

CENTRAL CHAMBERS MANCHESTER LTD. Oct. 11. Thomas F. Grundy, 40, Brazennose-st., Manchester.

London Gazette.—TUESDAY, September 30.

THE LIFEBOAT SAFETY APPLIANCE CO. LTD. Nov. 4. Perceval L. Frith, c/o L. R. Stevens & Co., 5, Guildhall-chmbrs., 31-34, Basinghall-st., E.C.2.

NOVEL AMUSEMENTS LTD. Oct. 22. A. H. W. Nutting, 52, Endlesham-rd., Balham, S.W.12.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, September 26.

ABRAHAMS, H., Hackney, Tobacco Dealer. High Court. Pet. Sept. 6. Ord. Sept. 19.

BAILLIE, JOHN J., Fenchurch-st., E.C., Cargo Superintendent. High Court. Pet. Aug. 26. Ord. Sept. 22.

BECK, ANTHONY H., Kendal, Milk Seller. Kendal. Pet. Aug. 23. Ord. Sept. 23.

BENTLEY, HARRY, West Bridgford, Licensed Victualler. Nottingham. Pet. Sept. 23. Ord. Sept. 23.

BROOME, JOHN R., Great Grimsby, Painter. Great Grimsby. Pet. Sept. 23. Ord. Sept. 23.

BROWN, JOHN, Bradford, Taxi-Cab Proprietor. Bradford. Pet. Sept. 24. Ord. Sept. 24.

CARLEY, P., Chatham, Farmer. Rochester. Pet. Aug. 29. Ord. Sept. 22.

CHAPMAN, H., Blue Bell Hill, nr. Rochester, Farmer. Rochester. Pet. Aug. 29. Ord. Sept. 22.

CHIPPENDALE, FRED, Sheffield, Engineer. Sheffield. Pet. Sept. 23. Ord. Sept. 23.

COATES, CHARLES, Middlesbrough, Merchant. Middlesbrough. Pet. Sept. 15. Ord. Sept. 22.

COHEN, H., & Co., Falcon-av. High Court. Pet. Aug. 21. Ord. Sept. 22.

COMYN, FRANCIS A., Church Stretton, Commercial Traveller. Shrewsbury. Pet. Aug. 13. Ord. Sept. 24.

COPLAND, DAVID, Barnoldby-le-Beck, Lincs., Licensed Victualler. Great Grimsby. Pet. Sept. 23. Ord. Sept. 23.

CURTIS, J. R. B., Bramham-gardens, Company Director. High Court. Pet. Aug. 21. Ord. Sept. 22.

DAY, C., & SONS, Pokesdown, Builders. Poole. Pet. Aug. 29. Ord. Sept. 23.

DENYER, GEORGE T., Tunbridge Wells, Baker. Tunbridge Wells. Pet. July 19. Ord. Sept. 22.

DUFFILL, WILLIAM J., North Malvern, Draper. Worcester. Pet. Sept. 24. Ord. Sept. 24.

DUNKERLEY, GEORGE F., Sheffield, Accountant. Sheffield. Pet. Aug. 22. Ord. Sept. 22.

GOULD, EDWIN W., Ringwood, Hants, Draper. Salisbury. Pet. Sept. 23. Ord. Sept. 23.

GRANVILLE-BELL, GEORGE, Reading. Reading. Pet. Aug. 22. Ord. Sept. 20.

JOHNSON, E., Sketty, Swansea. Swansea. Pet. Aug. 27. Ord. Sept. 23.

KAPFER, ETHEL MAY, Southampton, Costumier. Southampton. Pet. Sept. 23. Ord. Sept. 23.

LESCH, CHARLES H., Barnet. Barnet. Pet. Aug. 19. Ord. Sept. 23.

LIPMAN, MAX, Llanelly, Commission Agent. Carmarthen. Pet. Sept. 3. Ord. Sept. 23.

LITTLEWOOD, D. S., Peckham, Baker. High Court. Pet. July 31. Ord. Sept. 17.

LONG, FRANCIS, Stapleford, Nottingham, Builder. Derby. Pet. Sept. 23. Ord. Sept. 23.

LORD, THOMAS H., Nottingham, Farmer. Nottingham. Pet. Sept. 24. Ord. Sept. 24.

MORRIS, THOMAS, Malvern Link, Worcestershire, Licensed Victualler. Worcester. Pet. Sept. 23. Ord. Sept. 23.

O'GRADY, ROBERT L., Grosvenor-st., Dental Surgeon. High Court. Pet. May 12. Ord. Sept. 20.

PACHECO & Co., London-wall, E.C.2. High Court. Pet. Aug. 9. Ord. Sept. 18.

PECK, WILLIAM H., Northampton, Dentist. Northampton. Pet. Sept. 23. Ord. Sept. 23.

PENNINGTON, WILLIAM D., Manchester, Clerk in Holy Orders. Manchester. Pet. May 19. Ord. Sept. 24.

PHILLIPS, JOHN W., Bridlington, Fish Dealer. Scarborough. Pet. Sept. 22. Ord. Sept. 22.

PIGGOTT, DANIEL L., Water-lane, Lower Thames-st., E.C., Wine Merchant. High Court. Pet. Aug. 8. Ord. Sept. 18.

RILEY, JOSEPH H., WEBB, NEVILLE, and UNDERWOOD, CHARLES F., Northampton, Automobile Engineers. Northampton. Pet. Sept. 24. Ord. Sept. 24.

SANDERSON, THOMAS J., Fore-street-av., Manufacturers' Agent. High Court. Pet. June 13. Ord. Sept. 18.

SAUNDBY, JAMES B., Lewisham, Doctor of Medicine. Greenwich. Pet. Aug. 22. Ord. Sept. 23.

SILVESTRE, WILLIAM M., Withernsea, Yorks, Plumber. Kingston-upon-Hull. Pet. Sept. 23. Ord. Sept. 23.

SLATER, HAROLD, Sutton Bridge, Lincs., Smallbodder. King's Lynn. Pet. Sept. 22. Ord. Sept. 22.

VAUGHAN, ARTHUR E., Bath, Fruiterer. Bath. Pet. Aug. 18. Ord. Sept. 22.

WYMAN, RALPH C., Ringstead, Northampton, Farmer. Peterborough. Pet. Aug. 25. Ord. Sept. 22.

YOUNG, WILLIAM H., Great Grimsby, Laundryman. Great Grimsby. Pet. Aug. 28. Ord. Sept. 24.

London Gazette.—TUESDAY, September 30.

ALFORD, HERBERT W. W., Exeter, Wireless Engineer. Exeter. Pet. Sept. 26. Ord. Sept. 26.

ALLERT, MAY, Hammersmith, Dressmaker. High Court. Pet. Sept. 25. Ord. Sept. 25.

BARRETT, WILLIAM, Elsham-rd., Addison-rd. High Court. Pet. Aug. 11. Ord. Sept. 26.

BLACKFRIARS PAPER MILLS SUPPLY STORES, Blackfriars-rd., S.E., Waste Paper Merchants. High Court. Pet. Oct. 9. Ord. Sept. 18.

BLAKESLEY, EDWARD P., Margate, Jeweller. Canterbury. Pet. Sept. 3. Ord. Sept. 27.

BROMLEY, ARTHUR P., Blacon, near Chester, Builder. Chester. Pet. Sept. 25. Ord. Sept. 25.

BROWN, JOHN W., Darlington, Acetylene Welder. Stockton-on-Tees. Pet. Sept. 26. Ord. Sept. 26.

BURTON, JOHN W., Welbeck-st., W. High Court. Pet. Aug. 21. Ord. Sept. 26.

BUSH, HARRY G., Ramsgate, Licensed Victualler. Canterbury. Pet. Sept. 26. Ord. Sept. 26.

BUTLER, ARTHUR J., Bromham, Wilts, Small Holder. Bath. Pet. Sept. 27. Ord. Sept. 27.

CLEMENTS, DAVID, New Hey, near Rochdale, Bleachworks Operative. Rochdale. Pet. Sept. 27. Ord. Sept. 27.

COOPER, F., Brighton, Warehouseman. Brighton. Pet. Aug. 22. Ord. Sept. 25.

CROOK, CHARLES E., Reigate, Tobacconist. Croydon. Pet. Sept. 26. Ord. Sept. 26.

CUDDEFORD, ERNEST J., Great Tower-st., Provision Merchant. High Court. Pet. Aug. 25. Ord. Sept. 26.

D'AVIGDOR, DIGBY C. H., Hertford-st., Mayfair. High Court. Pet. June 13. Ord. Sept. 26.

EVERLEY, KENNETH G., Pontypridd, Collier. Pontypridd. Pet. Sept. 25. Ord. Sept. 25.

FLETCHER, WILLIAM, St. Annes-on-the-Sea, Yarn Agent. Blackpool. Pet. Sept. 1. Ord. Sept. 24.

GILLETT, GEORGE J., Trehafod, Pontypridd, Collier. Pontypridd. Pet. Sept. 27. Ord. Sept. 27.

GOTTHELF, I. & S., Stepney. High Court. Pet. Aug. 7. Ord. Sept. 25.

GREATREX, ALFRED E., Berrynarbor, Devon, Artist. Barnstaple. Pet. Sept. 25. Ord. Sept. 25.

HALLWARD, CHRISTOPHER J., Ealing. High Court. Pet. Aug. 11. Ord. Sept. 24.

HARDING, WILLIAM, Blackpool, Newsagent. Preston. Pet. Sept. 23. Ord. Sept. 23.

HENDERSON, DORIS B. T., Bournemouth, Hotel Proprietress. Poole. Pet. Sept. 25. Ord. Sept. 25.

HERBERT, GEORGE H., Wembley. High Court. Pet. July 31. Ord. Sept. 24.

HINTON, JABEZ A., Burnley, Motor Touring Agent. Burnley. Pet. Sept. 27. Ord. Sept. 27.

KRAYER, H., Fore-st., E.C. High Court. Pet. Sept. 2. Ord. Sept. 24.

MACKEY, GEORGE F., Bayswater. High Court. Pet. Sept. 3. Ord. Sept. 24.

MAGER, EDWARD, Weston-super-Mare, Coal Merchant. Bridgwater. Pet. Sept. 26. Ord. Sept. 26.

MOORHOUSE, ETHEL, Huddersfield, Milliner. Huddersfield Pet. Sept. 27. Ord. Sept. 27.

NEGROPONTE, ELLEN I., Portsmouth. Portsmouth. Pet. Sept. 13. Ord. Sept. 26.

OWEN, GEORGE H., Wakefield, Publican. Wakefield. Pet. Sept. 26. Ord. Sept. 26.

PEARCE, MARIE G., Tavistock, Drug Storekeeper. Plymouth. Pet. Sept. 26. Ord. Sept. 26.

PINDER, ROBERT G., Elton, Notts, Company Director. Nottingham. Pet. Sept. 25. Ord. Sept. 25.

RATCLIFFE, ERNEST A., Leadenhall-st. High Court. Pet. Aug. 22. Ord. Sept. 18.

REAVEY, MARY J., West Kensington. High Court. Pet. Sept. 1. Ord. Sept. 25.

ROBERTS, OWEN, Llangerniew, Denbigh, Farm Labourer. Portmadoc. Pet. Sept. 25. Ord. Sept. 25.

ROBERTS, DAVID T., Llansamlet, Metal Merchant. Swansea. Pet. Aug. 13. Ord. Sept. 26.

ROBINSON, CHARLES E., Newcastle-upon-Tyne, Confectioner. Newcastle-upon-Tyne. Pet. Aug. 22. Ord. Sept. 23.

ROSEMAN, HINDA, Dowlais, Pawnbroker. Merthyr Tydfil. Pet. Sept. 22. Ord. Sept. 22.

SECRETAN, NORMAN, Gracechurch-st. High Court. Pet. Aug. 8. Ord. Sept. 25.

SHAW, D., Whitechapel. High Court. Pet. July 3. Ord. Sept. 20.

SKIDMORE, OSWALD, and SKIDMORE, JOSEPH, Wombwell, Electrical Engineers. Barnsley. Pet. Sept. 25. Ord. Sept. 25.

SMART, SIDNEY J., Torquay, General Haulier. Exeter. Pet. Sept. 26. Ord. Sept. 26.

TAFF, A. E., Teddington. Kingston (Surrey). Pet. July 29. Ord. Sept. 25.

TAYLOR, W., Salamanca-st., Lambeth, Carman. High Court. Pet. Aug. 22. Ord. Sept. 25.

WILLIAMS, HUGH A., Gaerwen, Farmer. Bangor. Pet. Sept. 10. Ord. Sept. 26.

WOOD, NICHOLAS J., Piccadilly. High Court. Pet. Aug. 19. Ord. Sept. 25.

WRIGHT, JOSEPH, Leigh, Tailor. Bolton. Pet. Sept. 25. Ord. Sept. 25.

Amended Notice substituted for that published in the *London Gazette* of September 26, 1924 :—

JOHNSON, E., Sketty, Swansea. Swansea. Pet. Aug. 27. Ord. Sept. 23.

HOSPITALS AND CHARITABLE INSTITUTIONS.

GENERAL INDEX.

For Classified Articles, see Appointments; Correspondence; Current Topics; Leading Articles; Miscellaneous; New Orders; Obituary; Reviews; Societies, etc.

CURRENT TOPICS.

MISCELLANEOUS.

NEW STATUTES.

OBITUARY.

PORTRAITS.

RES JUDICATÆ.

REVIEWS.

SOCIETIES.

NEW DEPARTMENTAL RULES, ORDERS, &c.

NEW RULES, ORDERS, &c.

NAMES OF CASES REPORTED.

NAMES OF CASES DISCUSSED.

CIVIL SERVICE COMMISSION.

DEPARTMENT OF H.M. PROCURATOR-GENERAL AND TREASURY SOLICITOR.

Vacancies exist for non-professional Legal Assistants; salary £150–£10–£210–£15–£300, with bonus (at present £150 carries £88 16s.)

Duties required are similar to those of Managing Clerks in outside solicitors' offices, and applications are invited from men employed in that capacity in the outside profession and from persons in the Government service who have the necessary qualifications. Preference will be given to candidates who have served in H.M. Forces, and to such as have served in Government Departments. Candidates who have not served in a Government Department must be between the ages of 25 and 35; but candidates who have served in H.M. Forces may deduct from their actual age any time they may have so served.

Forms of application may be obtained from the Establishment Officer, Office of H.M. Procurator-General and Treasury Solicitor, Storey's Gate, S.W.1, and the completed forms must reach him not later than 20th October, 1924.

HAMMERSMITH METROPOLITAN BOROUGH COUNCIL.

COMMON LAW CLERK.

Applications are invited for the post of Common Law Clerk in the Town Clerk's office at a salary of £150 rising to £200 per annum, by annual increments of £12 10s., plus Civil Service bonus. (Present bonus on commencing salary £88 15s. 6d. per annum.) Candidates must possess experience in Conveyancing, Police and County Court work, and a good knowledge of shorthand will be a recommendation. Preference will be given to ex-service men. The appointment is subject to the provisions of the Council's Superannuation Act, 1922, and the successful candidate will be required to pass a medical examination.

Applications, endorsed "Common Law Clerk," stating age and experience, accompanied by copies of not more than three recent testimonials, must reach me by 5 p.m. on Wednesday, the 15th October, 1924.

Canvassing will be a disqualification.

HUGH ROYLE,
Town Clerk

Town Hall,
Hammersmith, W.6.

Statute

ENACTED IN THE SESSION OF PARLIAMENT, 1923. (Session 2).

13 & 14 GEO. 5.

CHAPTER 42.

WORKMEN'S COMPENSATION ACT, 1923.

An Act to amend the Workmen's Compensation Act, 1906, and the Acts amending that Act, and to amend the law with respect to employers' liability insurance, the notification of accidents, first aid, and ambulance. [16*th November*, 1923.

Be it enacted, etc. :—

Amendment of Benefits under Principal Act.

1. *Repeal of War Addition Acts.*]—The Workmen's Compensation (War Addition) Acts, 1917 [7 & 8 Geo. 5, c. 42] and 1919 [9 & 10 Geo. 5, c. 83], shall cease to have effect after the thirty-first day of December, nineteen hundred and twenty-three, and are hereby repealed :

Provided that the addition provided for in the said Acts shall continue to apply to a weekly payment payable to a workman under the Workmen's Compensation Act, 1906 [6 Edw. 7, c. 58] (hereinafter referred to as the principal Act), or under any enactment superseded by that Act, in respect of total incapacity arising from an accident which occurred on or before the said thirty-first day of December so long as the workman remains totally incapacitated, and the addition shall, for all purposes, be treated as if it were part of the weekly payment.

2. *Increase of amount payable on death of workman leaving children.*]—Where a workman leaves a widow or other member of his family (not being a child under the age of fifteen) wholly or partially dependent upon his earnings, and, in addition, leaves one or more children under the age of fifteen so dependent, then—

(*a*) if both the widow or other member of the workman's family and such child or children as aforesaid were all wholly dependent on the workman's earnings, there shall, in respect of each such child, be added to and dealt with as part of the compensation payable under paragraph (1) (*a*) of the First Schedule to the principal Act, a sum equal to fifteen per cent. of the amount arrived at by multiplying the average weekly earnings of the workman, or where such earnings are less than one pound, then by multiplying one pound, or where such earnings exceed two pounds then by multiplying two pounds, by the number of weeks in the period between the death of the workman and the date when the child will attain the age of fifteen, fractions of a week being disregarded ; and

(*b*) if the widow or other member of the workman's family or such child or children as aforesaid, or any of them, were partially dependent on the workman's earnings, there shall be paid as part of the compensation under the said paragraph such proportion of the sum which would have been payable under the foregoing paragraph of this section if all such persons had been wholly dependent as may be agreed upon or in default of agreement as may, taking into consideration the amount payable under the principal Act, be determined by arbitration under the principal Act to be reasonable.

Provided that the total amount of compensation payable to the dependents shall in no case exceed six hundred pounds.

3. *Increase of minimum amount of compensation in fatal cases.*]—Paragraph (1) of the First Schedule to the principal Act shall have effect as if for the words " one hundred and fifty pounds " there were substituted the words " two hundred pounds."

4. *Variation of amount of weekly payment.*]—(1) In paragraph (1) (*b*) of the First Schedule to the principal Act, thirty shillings shall be substituted for one pound as the maximum amount of the weekly payment.

(2) Where the maximum weekly payment payable under the principal Act, as amended by the foregoing subsection, to a workman who is totally incapacitated is less than twenty-five shillings, the workman shall be entitled during such incapacity to a weekly addition equal to one-half of the difference between such maximum weekly payment and the sum of twenty-five shillings or his average weekly earnings, whichever is the less, and such addition shall, for all the purposes of the principal Act, be treated as if it were part of the weekly payment.

(3) In the case of partial incapacity, the weekly payment shall, subject to the provisions of paragraph (3) of the said Schedule, be of the following amount :

(*a*) if the maximum weekly payment, had the incapacity been total incapacity, would have amounted to twenty-five shillings a week or upwards, the weekly payment in case of partial incapacity shall be one-half the difference between the amount of the average weekly earnings of the workman before the accident and the average weekly amount which he is earning or is able to earn in some suitable employment or business after the accident ;

(*b*) if the maximum weekly payment would, had the incapacity been total incapacity, have amounted with such addition, if any, as is provided by subsection (2) of this section, to less than twenty-five shillings, the weekly payment in case of partial incapacity shall be a sum bearing the same proportion to the said difference as the said maximum weekly payment with such addition as aforesaid bears to the amount of the average weekly earnings of the workman before the accident.

(4) Proviso (*b*) to paragraph (1) of the said Schedule which relates to the amount of the weekly payment in the case of a workman who is under twenty-one years of age at the date of the injury shall cease to have effect.

5. *Waiting period.*]—Compensation shall be payable under the principal Act if the injury disables the workman for more than three days from earning full wages at the work at which he was employed, but shall not be payable in respect of the first three days on which he is so disabled unless the incapacity lasts for four weeks or upwards.

6. *Provision with respect to certified schemes.*]—(1) If it appears to the Registrar of Friendly Societies that any scheme duly certified by him under subsection (1) of section three of the principal Act no longer complies with the requirements of that section by reason of the foregoing provisions of this Act, he shall make such amendments of the scales of compensation provided by the scheme as may in his opinion be necessary to render them not less favourable to the workmen and their dependants than the corresponding scales contained in the principal Act as amended by this Act.

(2) Where the Registrar has amended scales of compensation provided by any such scheme as aforesaid, the scheme shall have effect as if when originally made it had provided for the substitution, as from the date of the commencement of this Act, of the amended scales for the scales originally contained therein, and the amended scales shall continue to apply until the expiry of the certificate in force at the commencement of this Act or of any renewal thereof given by the Registrar under the principal Act.

Inclusion of certain Accidents happening when Workman acting contrary to Regulations, &c.

7. *Inclusion of certain accidents happening when workman acting contrary to regulations, &c.*]—For the purpose of the principal Act, an accident resulting in the death or serious and permanent disablement of a workman shall be deemed to arise out of and in the course of his employment, notwithstanding that the workman was at the time when the accident happened acting in contravention of any statutory or other regulation applicable to his employment, or of any orders given by or on behalf of his employer, or that he was acting without instructions from his employer, if such act was done by the workman for the purposes of and in connection with his employer's trade or business.

Extension of principal Act.

8. *Extension of principal Act to certain share fishermen.*]—Section seven of the principal Act shall have effect as if for subsection (2) thereof the following subsection were substituted :—

" (2) This Act shall not apply to such members of the crew of a fishing vessel as are remunerated wholly or mainly by shares

in the profits of gross earnings of the working of such vessel, except in such cases and subject to such modifications as the Secretary of State may by order provide:

"Provided that no such order shall come into force until it has been laid before each House of Parliament for a period of not less than twenty-one days during which the House has sat, and, if either House before the expiration of those twenty-one days presents an address to His Majesty against the order or any part thereof, no further proceedings shall be taken thereon, but without prejudice to the making of a new order."

9. *Extension of definition of workman.*]—(1) The definition of "workman" in section thirteen of the principal Act shall have effect as if for the words "two hundred and fifty pounds," there were inserted the words "three hundred and fifty pounds."

(2) For the purposes of the principal Act, the expression "workman" shall include:—

(*a*) a person engaged in plying for hire with any vehicle or vessel the use of which is obtained from the owner thereof under any contract of bailment (or in Scotland any contract of letting to hire), other than a hire purchase agreement, in consideration of the payment of a fixed sum or a share in the earnings or otherwise, and in relation to such a person the owner of the vehicle or vessel shall, for the purposes of the principal Act, be deemed to be the employer;

(*b*) a person whose employment is of a casual nature, and who is employed otherwise than for the purposes of his employer's trade or business, if employed for the purposes of any game or recreation, and engaged or paid through a club, and in such case the manager or members of the managing committee of the club shall, for the purposes of the principal Act, be deemed to be the employer;

(*c*) any person, not being a master seaman or apprentice to the sea service or the sea fishing service, employed on board any such ship as is mentioned in section seven of the principal Act, if so employed for the purposes of the ship or of any passengers or cargo or mails carried by the ship, and if he otherwise complies with the provisions of the principal Act defining workman.

Amendments as to Procedure under principal Act.

10. *Provisions as to notices of accidents.*]—(1) There shall be kept constantly posted up in some conspicuous place at or near every mine, quarry, factory or workshop and on every ship to which section seven of the principal Act applies, where it may be conveniently read by the persons employed, a summary, in such form as may be prescribed, of the requirements of the principal Act as amended by this Act, with regard to the giving of notice of accidents and the making of claims and the procedure to be followed in the case of industrial diseases, and, in the event of such summary becoming effaced, obliterated or destroyed, it shall be renewed with all reasonable dispatch.

In the event of any non-compliance with the provisions of this subsection the owner, agent or manager of the mine or quarry or the occupier of the factory or workshop or the master of the ship shall be guilty of an offence and liable on summary conviction to a fine not exceeding five pounds, and any such proceedings, other than proceedings against a master of a ship, may be instituted by an inspector of mines or factories.

(2) The want of, or any defect or inaccuracy in, the notice of an accident required by section two of the principal Act shall not be a bar to the maintenance of proceedings for the recovery of compensation under the principal Act if the employer is proved to have had knowledge of the accident from any source at or about the time of the accident; or, where the employer is the owner of a mine or quarry or the occupier of a factory or workshop—

(*a*) if such summary as aforesaid has not been posted up in accordance with the provisions of this section;

(*b*) if the accident has been reported by or on behalf of the employer to an inspector of mines or factories;

(*c*) if the accident has been entered in any register of accidents kept by or on behalf of the employer at the mine, quarry, factory or workshop;

(*d*) if the injury has been treated in an ambulance room at the mine, quarry, factory or workshop.

(3) Notice of an accident for the purpose of section two of the principal Act may be given either in writing or orally to the employer or to any foreman or other official under whose supervision the workman is employed or to any person designated for the purpose by the employer.

(4) For facilitating the giving of notice of accidents for the purposes of section two of the principal Act, a book in the prescribed form shall be kept at every mine, quarry, factory or workshop, in which the prescribed particulars of accidents happening to persons employed at the mine, quarry, factory or workshop may be entered by the injured workman or some other person acting on his behalf, and an entry in such book, if made as soon as practicable after the happening of the accident, shall be sufficient notice of the accident for the purposes of the said section.

The book shall be kept at such place as to be readily accessible at all reasonable times to any injured workman who was employed at the mine, quarry, factory or workshop, and any person *bona fide* acting on his behalf.

If in the case of any mine, quarry, factory or workshop the provisions of this subsection are not complied with, the mine, quarry, factory or workshop shall be deemed not to be managed or kept in conformity with the enactments relating thereto.

(5) The fact that a workman has not given notice of an accident in a case where the necessity of giving such a notice is dispensed with shall not deprive the employer of his right under paragraph (4) of the First Schedule to the principal Act to require the injured workman to submit himself to medical examination.

(6) For the purposes of this section, the expression "factory or workshop" shall include any works or premises to which any of the provisions of the Factory and Workshops Acts, 1901 to 1920, apply; and the expression "prescribed" means prescribed by the Secretary of State.

11. *Provisions as to medical referees.*]—(1) The power of the registrar of a county court under paragraph (15) of the First Schedule to the principal Act to refer a matter to a medical referee may be exercised on the application of one of the parties as well as on the application of both parties, subject however to appeal to the judge, and where the application is made by only one of the parties, the registrar, or on appeal the judge, if he is of opinion that, owing to the exceptional difficulty of the case or for any other sufficient reason, the matter ought to be settled in default of agreement by arbitration, shall refuse to allow the reference.

(2) Where a matter is referred to a medical referee under paragraph (*f*) of subsection (1) of section eight of the principal Act, the medical referee when deciding the matter shall also certify as to the condition of the workman at the time when he is examined by the medical referee, and such certificate by the medical referee shall be conclusive.

(3) For paragraph (5) of the Second Schedule to the principal Act the following paragraph shall be substituted:—

(5) A judge of county courts may in any case, if he thinks fit, and shall, if any party in accordance with rules of court so requires and gives security for the payment of the prescribed fee, summon a medical referee to sit with him as assessor.

If a medical referee is so summoned on the application of any party, that party shall, notwithstanding anything in section ten of the principal Act, but subject to any directions as to costs, be liable to pay in respect of the attendance of the medical referee such fee as may be prescribed by the Secretary of State.

12. *Additional powers of county courts with respect to registration of lump sum agreements.*]—(1) Where a memorandum of an agreement for the payment of a lump sum is under the principal Act sent for registration, the registrar, and if in pursuance of the principal Act or this Act the matter is referred to the judge, the judge of the county court shall have power, in accordance with rules of court,—

(*a*) to require either party to the agreement to furnish him either orally or in writing with such information as he may consider necessary, or to require the attendance of any of the parties to the agreement before him;

(*b*) when the information as to the workman's condition appears to him to be insufficient or conflicting, to require a report as to the workman's condition to be obtained from a medical referee;

In the event of either of the parties failing to comply with any requirement of the registrar under this subsection, the registrar may refuse to record the memorandum and refer the matter to the judge, who shall have power to make such order as he may in the circumstances think just.

(2) Where it appears from any such report of a medical referee that the prospects of the workman's recovery from incapacity cannot as yet be approximately determined, the registrar, or on appeal the judge, may refuse to record the memorandum.

(3) Any such agreement shall disclose the amount, if any, paid or payable under or in respect of the agreement by the employer to the solicitor of the workman or his dependants as costs, and, if it appears to the registrar that the amount is excessive, the registrar may direct that the bill of costs be submitted to him for taxation and thereupon the registrar shall, subject to review by the judge, tax such costs in accordance with rules of court, and if the costs are reduced on such taxation, the amount of such reduction shall either be applied and dealt with for the benefit of the workman or his dependants or paid to the employer or otherwise dealt with as the judge may direct.

(4) The approved society or committee by which sickness or disablement benefit under the National Insurance Act, 1911 [1 & 2 Geo. 5, c. 55], and the Acts amending that Act, payable to the workman is administered, shall be entitled to send to the registrar objections to the registration of any such agreement as aforesaid, and, in the event of the attendance of any of the parties

to the agreement being required, shall be entitled to appear before the registrar, or, if the matter is referred to the judge, before the judge.

(5) Rules of court may be made providing that in any case where in connection with an application for the registration of any such agreement as aforesaid there is a hearing before the registrar or the judge, or a report from the medical referee is required to be obtained, the registrar or judge shall have the power of awarding costs.

13. *Power to make agreements as to compensation to workmen disabled by industrial disease.*]—Where a workman claims to be suffering from and disabled by a disease to which the provisions of section eight of the principal Act apply, the employer may agree with the workman that he is liable to pay compensation without requiring the workman to obtain the certificate of the certifying surgeon mentioned in the said section, and thereupon the workman shall be entitled to compensation as for injury by accident from the date of the agreement or from such other date as may be agreed.

Any such agreement may be recorded in the manner provided by paragraph (9) of the Second Schedule to the principal Act and shall be enforceable against the employer in like manner and subject to the same provisions as an agreement to pay compensation in case of an injury by accident.

Miscellaneous Amendments of the Principal Act.

14. *Restrictions on ending or diminishing weekly payments.*]—An employer shall not be entitled otherwise than in pursuance of an agreement or arbitration to end or diminish a weekly payment under the principal Act except in the following cases :—

(*a*) where a workman in receipt of a weekly payment in respect of total incapacity has actually returned to work ;

(*b*) where the weekly earnings of a workman in receipt of a weekly payment in respect of partial incapacity have actually been increased ;

(*c*) where the medical practitioner who has examined the workman under paragraph (14) of the First Schedule to the principal Act has certified that the workman has wholly or partially recovered, or that the incapacity is no longer due in whole or in part to the accident, and a copy of the certificate (which shall set out the grounds of the opinion of the medical practitioner) together with notice of the intention of the employer at the expiration of ten clear days from the date of the service of the notice to end the weekly payment, or to diminish it by such amount as is stated in the notice, has been served by the employer upon the workman :

Provided that—

(i) in the last-mentioned case, if before the expiration of the said ten clear days the workman sends to the employer the report of a duly qualified medical practitioner (which report shall set out the grounds of his opinion) disagreeing with the certificate so served by the employer, the weekly payment shall not be ended or diminished, except in accordance with such report, or if and so far as the employer disputes such report, except in accordance with the certificate given by a medical referee in pursuance of paragraph (15) of the said Schedule as amended by this Act ; and

(ii) where an application has been made in pursuance of the said paragraph (15) as so amended to refer the dispute to a medical referee, it shall be lawful for the employer, pending the settlement of the dispute, to pay into court—

(*a*) where the notice was a notice to end the weekly payment, the whole of each weekly payment becoming payable in the meantime ;

(*b*) where the notice was a notice to diminish the weekly payment, so much of each weekly payment so payable as is in dispute ;

and the sums so paid into court shall, on the settlement of the dispute, be paid to the employer or to the workman according to the effect of the certificate of the medical referee, or, if the effect of that certificate is disputed, as in default of agreement may be determined by the registrar or, on appeal, the judge ;

(iii) nothing in this section shall be construed as authorising an employer to end or diminish a weekly payment in any case in which, or to an extent to which, apart from this section, he would not be entitled to do so.

15. *Power to review weekly payments on fluctuations in rate of remuneration.*]—A weekly payment payable in respect of an injury by an accident happening after the commencement of this Act may, at any time after six months from the date of the accident, be reviewed at the request either of the workman or of the employer, if it is claimed that, had the workman remained uninjured and continued in the same class of employment as that in which he was employed at the date of the accident, the average weekly earnings of the workman during the twelve months immediately preceding the review would, as a result of fluctations in rates of remuneration, have been greater or less by more than twenty per cent. than the average weekly earnings of the workman during the twelve months previous to the accident (or if the weekly payment has been previously varied on a review under this section during the twelve months previous to that review or the last of such reviews), and where such a claim as aforesaid is proved the weekly payment shall be varied so as to make it such as it would have been if the rates of remuneration obtaining during the twelve months previous to the review had obtained during the twelve months previous to the accident.

16. *Power to order partial incapacity to be treated as total incapacity in certain cases.*]—If a workman who has so far recovered from the injury as to be fit for employment of a certain kind proves to the satisfaction of the judge of the county court that he has taken all reasonable steps to obtain, and has failed to obtain, such employment, and that his failure to obtain such employment is a consequence, wholly or mainly, of the injury, the judge shall order that his incapacity shall, for the purposes of the principal Act, continue to be treated as total incapacity for such period, and subject to such conditions, as may be provided by the order, without prejudice however to the right of review conferred by paragraph (16) of the First Schedule to the principal Act :

Provided that every such order shall be made subject to the condition that it shall cease to be in force if the workman receives unemployment benefit.

17. *Amendment of s.* 3 *of the principal Act relating to certification of schemes.*]—The Registrar of Friendly Societies shall not certify or renew the certificate of any scheme under section three of the principal Act unless he is satisfied that adequate provision is made secure the discharge of liabilities arising under the scheme, both during the currency of the scheme, and after the scheme is revoked or expires, so far as there may be any liabilities outstanding at the date of revocation or expiry.

18. *Amendment of s.* 1 (4) *of the principal Act.*]—For sub-section (4) of section one of the principal Act the following subsection shall be substituted :—

(4) If, within the time hereinafter in this Act limited for taking proceedings, an action is brought to recover damages independently of this Act for injury caused by an accident, and it is determined in such action or on appeal that the injury is one for which the employer is not liable in such action, but that he would have been liable to pay compensation under the provisions of this Act, the action shall be dismissed ; but the court in which the action is tried, or, if the determination is the determination on an appeal (by either party) by an appellate tribunal, that tribunal shall, if the plaintiff so choose, proceed to assess such compensation, but may deduct from such compensation all or part of the costs which, in its judgment, have been caused by the plaintiff bringing the action instead of proceeding under this Act. In any proceeding under this subsection, when the court or appellate tribunal assesses the compensation, it shall give a certificate of the compensation it has awarded and the directions it has given as to the deduction of costs, and such certificate shall have the force and effect of an award under this Act :

Provided that an appellate tribunal may, instead of itself assessing such compensation, remit the case to the county court for the assessment of the compensation, and in such case may order the county court to deduct from the amount of compensation assessed by it all or part of such costs as aforesaid.

19. *Amendment of s.* 5 *of principal Act as to bankruptcy of employer.*]—(1) Where either a receiver is appointed on behalf of the holders of any debentures of a company secured by a floating charge, or possession is taken by or on behalf of those debenture-holders of any property comprised in or subject to the charge, then—

(*a*) if the company has entered into a contract with any insurers in respect of any liability under the principal Act to any workman, the rights of the company against the insurers in respect of that liability shall be transferred to and vest in the workman in like manner as if an order for the winding-up of the company had been made ;

(*b*) if no such contract has been entered into, the amount due in respect of any compensation under the principal Act, the liability wherefor accrued before the date of the appointment of the receiver or of possession being taken as aforesaid, as the case may be, shall be included amongst the debts which under section one hundred and seven of the Companies (Consolidation) Act, 1908 [8 Edw. 7, c. 69], are to be paid in priority to all other debts.

(2) The limitation to one hundred pounds in any individual case on the amounts due by way of compensation, which under subsection (3) of section five of the principal Act are to be included in the debts to be paid in priority to other debts in the case of a bankruptcy or winding-up, shall cease to have effect.

(3) Accordingly section five of the principal Act shall have effect subject to the amendments mentioned in the First Schedule to this Act.

20. *Provisions as to the detention of ships.*]—(1) Section eleven of the principal Act, which provides for the detention of ships for the purpose of enforcing claims for compensation against the owners thereof if resident abroad, shall have effect as if the following paragraph were inserted therein :—

"Where a complaint is made to the Secretary of State that before an application can be made under this section the ship in respect of which the application is to be made will have departed from the limits within which she can be arrested, the ship shall, if the Secretary of State so directs, be detained for such time as will allow the application to be made and the result thereof to be communicated to the officer detaining the ship, and that officer shall not be liable for any costs or damages in respect of the detention, if made in accordance with the directions of the Secretary of State."

(2) Where a ship has been demised to charterers, the provisions of the said section eleven as so amended shall apply to claims against the charterers of the ship as they apply to claims against the owners of a ship with the substitution of charterers for owners :

Provided that no ship shall be detained on a claim against the charterers of the ship after the expiration of the term for which the ship is demised to them.

(3) Without prejudice to any other means of enforcing claims in Scotland, the said section eleven as so amended shall, with the substitution of references to the sheriff for references to a judge of any court of record in England, apply to a ship found in any port or river of Scotland, or within three miles of the coast thereof, in like manner as it applies to a ship found in any port or river of England or within three miles of the coast thereof.

21. *Registration of agreements compromising disputed claims.*]—Where after the commencement of this Act the person against whom a claim for compensation is made under the principal Act disputes his liability to pay compesation, but makes an agreement whereby in consideration of the payment of a lump sum the claim for such compensation purports to be precluded, the agreement shall be sent for registration in like manner and subject to the like conditions as in the case of an agreement for redemption of the weekly payment by a lump sum, and unless and until the agreement is registered in accordance with those provisions, the agreement shall not, nor shall the payment of any sum payable thereunder, exempt the employer from liability under the principal Act :

Provided that in determining whether or not the lump sum agreed to be paid as aforesaid is adequate, the registrar, or, if the matter is referred to the judge, the judge, shall have regard to the question whether or not liability to pay compensation under the principal Act is doubtful.

22. *Definition of partial dependency.*]—For the purposes of the principal Act, a person shall not be deemed to be a partial dependant of another person unless he was dependant partially on contributions from that other person for the provision of the ordinary necessaries of life suitable for persons in his class and position.

23. *Repayment of poor relief.*]—Where an authority has granted out-door relief to a person pending the settlement of his claim to compensation under the principal Act or any scheme certified thereunder, and either—

(*a*) such relief would not have been granted had the person then received or been in receipt of compensation under the principal Act ; or

(*b*) such relief is in excess of the amount which would have been granted had the person then received or been in receipt of such compensation ;

the authority may give notice of the relief so provided to the person liable to pay the compensation, and if such notice is given the person so liable shall on demand, and on being furnished with a certificate by the authority of the amount of the relief so provided or of the amount of such excess, as the case may be, repay to the authority, up to the amount which he is liable to pay as compensation, less such part (if any) of that amount as he has already duly paid at the time of receiving the notice aforesaid, the amount of the relief or of the excess certified as aforesaid, and the receipt of the authority shall, up to the amount of the repayment, be a full and valid discharge to that person in respect of the compensation payable by him to the person relieved :

Provided that, if the person so liable to pay compensation gives to the authority by which such notice as aforesaid is given notice that he intends to pay, or that he has paid, compensation, he shall not be under any obligation to make any repayment in respect of any relief provided after the date of the payment of the compensation or after the time at which the notice so given is received by the authority, whichever is the later.

24. *Minor amendments of principal Act.*]—(1) Where a dependant dies before a claim under the principal Act is made, or, if a claim has been made, before an agreement or award has been arrived at or made, the legal personal representative of the dependant shall have no right to payment of compensation, and the amount of compensation shall be calculated and apportioned as if that dependant had died before the workman.

(2) No deduction shall be made under paragraph (1) (*a*) (i) of the First Schedule to the principal Act, as amended by section two of this Act, in respect of the amount of any weekly payments made under the principal Act, so as to reduce the sum payable in respect of the children of the workman under the said section two, nor so as to reduce the amount payable under the principal Act below two hundred pounds.

(3) Paragraph (1) (*a*) (iii) of the First Schedule to the principal Act shall have effect as if "fifteen pounds" were substituted for "ten pounds."

(4) In paragraph (2) of the First Schedule to the principal Act, after paragraph (*d*) there shall be inserted :

(*e*) Upon request of an injured workman to the employer liable to pay compensation under this Act, such employer shall furnish in writing a list of the earnings of that workman upon which the amount of average weekly earnings may be calculated for the purpose of determining the amount of any weekly payment under this Act.

(5) Section six of the principal Act (which relates to remedies both against employer and stranger) and paragraph (19) of the First Schedule to the principal Act (which prohibits a weekly payment, or a sum by way of redemption thereof, being assigned, charged, or attached) shall apply to sums paid or payable by way of compensation under a scheme certified under the principal Act in like manner as they apply to sums paid or payable by way of compensation under the principal Act.

(6) For the proviso to paragraph (16) of the First Schedule to the principal Act the following proviso shall be substituted :

"Provided that, where the workman was at the date of the accident under twenty-one years of age, and the review takes place more than six months after the accident, and before the workman attains the age of twenty-one years, the amount of the weekly payment may be increased to such an amount as would have been awarded if the workman had at the time of the accident been earning the weekly sum which he would probably have been earning at the date of the review if he had remained uninjured."

(7) The provisions of paragraph (17) of the same Schedule, which fix the amount of the lump sum for which a weekly payment may be redeemed where the incapacity is permanent, shall not apply in the case where the injured workman is at the date when the application for the redemption is made under twenty-one years of age, and where in the case of an injured workman under the age of twenty-one the lump sum for which the liability to the weekly payment may be redeemed is determined by arbitration under the principal Act, the right which if the redemption did not take place the workman would have under the proviso to paragraph (16) of the said Schedule shall be taken into account.

(8) Paragraph (18) of the same Schedule, which provides for the cessation of the weekly payment of a person ceasing to reside in the United Kingdom, shall have effect, as respects changes of residence after the commencement of this Act, as if for the words "United Kingdom" there were substituted the words "Great Britain, Northern Ireland, the Channel Islands or the Isle of Man."

(9) Proviso (iii) to paragraph (*c*) of subsection (1) of section eight of the principal Act, which provides for contributions where more employers than one are liable, shall have effect as if at the end thereof there were added the words "or if the amount of compensation is not in dispute, as may be determined by arbitration under this Act."

(10) Section fourteen of the principal Act is hereby repealed.

25. *Provisions as to fees.*]—(1) Where a reference is made to a medical referee under paragraph (15) or paragraph (18) of the First Schedule to the principal Act, as amended by this Act, or where on an application for the registration of a memorandum of agreement a report of a medical referee is required under this Act to be obtained, there shall, notwithstanding anything in section ten of the principal Act, but subject to any directions as to costs, be payable by the applicant for the reference or for the registration of the memorandum such fee in respect of the remuneration and expenses of the medical referee as the Secretary of State may prescribe, and provision may be made by rules of court for the payment of such fees through the registrar of the county court.

All such references shall be made and reports obtained in accordance with regulations of the Secretary of State.

(2) In paragraph (15) of the First Schedule to the principal Act the words "on payment by the applicants of such fee not exceeding one pound as may be prescribed" shall be repealed.

26. *Power to make Orders in Council for giving effect to conventions with Foreign States.*]—(1) For the purpose of giving effect to any Convention with a Foreign State providing for reciprocity in matters relating to compensation to workmen for

injuries by accident, it shall be lawful for His Majesty by Order in Council to make provision—

(*a*) for modifying the principal Act in its application to cases affected by the Convention, so, however, as not to alter the amount of compensation in any case to which the principal Act may apply;

(*b*) for determining, in cases where rights to compensation accrue both under the principal Act and under the law of the State with which the Convention is made, under the law of which country the workman shall be entitled to recover compensation;

(*c*) for conferring on county courts powers for the admission of evidence taken abroad and the procuring and taking of evidence for use abroad, or otherwise for the purpose of facilitating proceedings for the recovery of compensation under the respective laws of the two countries.

(2) If the Convention extends to Northern Ireland, the provisions of this section shall extend to the enactments regulating the payment of compensation to workmen for injuries by accident for the time being in force in Northern Ireland.

27. *Power to extend principal Act to aircraft outside Great Britain.*]—(1) The Secretary of State may by order extend the provisions of the principal Act, as amended by this Act, subject to such modifications and exceptions as may be specified in the order, to such persons, being workmen within the meaning of the principal Act, employed as pilot, commander, navigator, or member of the crew of any aircraft to which this section applies when outside Great Britain, in such circumstances as may be specified in the order.

(2) The aircraft to which this section applies are aircraft registered in Great Britain and Northern Ireland, the owner of which resides or has his principal place of business in Great Britain.

(3) An order under this section shall not come into force until it has been laid before each House of Parliament for a period of not less than twenty-one days during which that House has sat, and, if during that period either House presents an address to His Majesty against the order or any part thereof, no further proceedings shall be taken thereon, but without prejudice to the making of a new order.

Notification of Accidents; First Aid and Ambulance.

28. *Notification of accidents.*]—(1) Section four of the Notice of Accidents Act, 1906 [6 Edw. 7, c. 53] shall have effect as if for subsection (1) thereof the following subsection were substituted:—

"Where any accident occurs in a factory or workshop which either—

(*a*) causes loss of life to a person employed in the factory or workshop; or

(*b*) disables any such person for more than three days from earning full wages at the work at which he was employed;

written notice of the accident, in such form and accompanied by such particulars as the Secretary of State may prescribe, shall forthwith be sent to the inspector of the district."

(2) Section one of the Notice of Accidents Act, 1906, so far as it relates to metalliferous mines and quarries, shall have effect as if for the words "and disabled for more than seven days "any person employed in or about the mine or quarry from "working at his ordinary work," there were substituted the words "and disabled for more than three days any person "employed in or about the mine or quarry from earning full "wages at the work at which he was employed."

(3) Paragraph (*b*) of subsection (1) of section eighteen of the Coal Mines Act, 1911 [1 & 2 Geo. 5, c. 50], shall have effect as if for the words "and disabled for more than seven days "any person employed in or about the mine from working at "his ordinary work," there were substituted the words "and "disabled for more than three days any person employed in or "about the mine from earning full wages at the work at which "he was employed."

(4) This section shall be construed as one with the Notice of Accidents Act, 1906, or the Coal Mines Act, 1911, as the case may require.

29. *First-aid and ambulance and safety orders.*]—(1) In every factory the following requirements shall have effect:—

(*a*) There shall be provided and maintained so as to be readily accessible a first-aid box or cupboard of the prescribed standard, and, where more than one hundred and fifty persons are employed, an additional box or cupboard for every additional one hundred and fifty persons.

The number of first-aid boxes or cupboards required under this provision shall be calculated on the largest number of persons employed at any one time, and fractions of one hundred and fifty shall be reckoned as one hundred and fifty. Where the persons employed are employed in shifts, the calculation of the number employed shall be according to the largest number at work at any one time:

(*b*) Nothing except appliances or requisites for first-aid shall be kept in a first-aid box or cupboard:

(*c*) Each first-aid box or cupboard shall be placed under the charge of a responsible person who shall always be readily available during working hours. A notice shall be affixed in every workroom stating the name of the person in charge of the first-aid box or cupboard provided in respect of that room:

(*d*) If an ambulance room is provided at the factory and such arrangements are made as to ensure the immediate treatment there of all injuries occurring in the factory, the Chief Inspector may by certificate exempt the factory from the requirements of this section to such extent and subject to such conditions as he may specify in the certificate;

and, if in respect of any factory such requirements are not complied with, the factory shall be deemed not to be kept in conformity with the Factory and Workshop Act, 1901 [1 Edw. 7, c. 22].

(2) The powers of the Secretary of State under section seven of the Police, Factories, &c. (Miscellaneous Provisions) Act, 1916 [6 & 7 Geo. 5, c. 31], to make orders in relation to first-aid and ambulance arrangements in factories and workshops, shall be exercisable as respects any works or premises to which any of the provisions of the Factory and Workshop Acts, 1901 to 1920, apply, and such building and engineering operations as may be prescribed, in like manner as they are exercisable as respects factories and workshops.

(3) Where it appears to the Secretary of State that, in view of the number and nature of accidents occurring in any factory or class of factories, special provision ought to be made at that factory or at factories of that class to secure the safety of persons employed therein, he may by order require the occupier to make such reasonable provision by arrangements for special supervision in regard to safety, investigation of the circumstances and causes of accidents, and otherwise as may be specified in the order, and, if the occupier of any factory affected by any such order fails to comply with the requirements of the order or any of them, the factory shall be deemed not to be kept in conformity with the Factory and Workshop Act, 1901.

(4) This section, so far as it relates to factories and other places to which the Factory and Workshop Acts, 1901 to 1920, or any of them, apply, shall be construed as one with those Acts.

Supplemental.

30. *Application of Act.*]—The provisions of sections two to ten of this Act and of the amendments of any scheme made in pursuance thereof shall not apply to any case where the accident happened before the commencement of this Act.

31. *Short title, construction, extent, commencement and repeal.*]—(1) This Act may be cited as the Workmen's Compensation Act, 1923, and the principal Act, the Workmen's Compensation (Anglo-French Convention) Act, 1909 [9 Edw. 7, c. 16], the Workmen's Compensation (Illegal Employment) Act, 1918 [8 & 9 Geo. 5, c. 8], the Workmen's Compensation (Silicosis) Act, 1918 [8 & 9 Geo. 5, c. 14], and this Act may be cited together as the Workmen's Compensation Acts, 1906 to 1923.

(2) This Act shall, save as otherwise expressly provided, be construed as one with the principal Act, and references in this Act to the principal Act shall be construed as references to that Act as amended by this Act.

(3) This Act shall not, except where otherwise expressly provided, extend to Northern Ireland.

(4) This Act shall come into operation on the first day of January, nineteen hundred and twenty-four.

(5) The enactments mentioned in the Second Schedule to this Act, except so far as they relate to Northern Ireland, are hereby repealed to the extent specified in the third column of that schedule.

SCHEDULES.

FIRST SCHEDULE.

[Section 19.]

AMENDMENTS OF SECTION 5 OF THE PRINCIPAL ACT.

1. In subsection (1) of section five of the principal Act, after the words "in the event of a company having commenced to be wound up," there shall be inserted the words "or a receiver or manager of the company's assets by or on the application of debenture-holders having been appointed."

2. At the end of subsection (2) of the same section there shall be added the words "or as the case may be may recover the balance from the receiver or manager."

3. For subsection (3) of the same section the following subsection shall be substituted:—

There shall be included amongst the debts which—

(i) under section thirty-three of the Bankruptcy Act, 1914, and section one hundred and eighteen of the Bankruptcy (Scotland) Act, 1913, are, in the distribution of the

property or assets of a bankrupt, to be paid in priority to all other debts;

(ii) under section two hundred and nine of the Companies (Consolidation) Act, 1908, are in the winding-up of a company to be paid in priority to all other debts; and

(iii) under section one hundred and seven of the Companies (Consolidation) Act, 1908, are to be paid in priority to any claim for principal or interest in respect of debentures;

the amount due in respect of any compensation or liability for compensation accrued before the following date, that is to say:—

(*a*) in the first case the date of the receiving order;

(*b*) in the second case the date of the commencement of the winding up of the company;

(*c*) in the third case the date of the appointment of the receiver or of possession being taken mentioned in the said section one hundred and seven;

and the said section shall have effect accordingly.

Where the compensation is a weekly payment, the amount due in respect thereof shall, for the purposes of this provision, be taken to be the amount of the lump sum for which the weekly payment could, if redeemable, be redeemed if the employer made an application for that purpose under the First Schedule to this Act.

4. In subsection (5) of the same section the words "being wound up" shall be omitted.

SECOND SCHEDULE.

[Section 31.]

ENACTMENTS REPEALED.

Session and Chapter.	Short Title.	Extent of Repeal.
6 Edw. 7. c. 58.	The Workmen's Compensation Act, 1906.	Paragraph (*a*) of subsection (2) of section one. In subsection (5) of section five the words "being "wound up." Subsection (2) of section seven. The proviso to paragraph (1) of the First Schedule. Paragraph (3) of the First Schedule from "and in the "case" to the end of the paragraph. In paragraph (15) of the First Schedule the words from "on payment" to "as may be pre- "scribed" and the words "and "subject to the "consent of the "Treasury as to "the fee to be "paid under this "paragraph." The proviso to paragraph (16) of the First Schedule.
8 Edw. 7. c. 69.	The Companies (Consolidation) Act, 1908	In paragraph (*d*) of subsection (1) of section two hundred and nine the words "not "exceeding in "any individual "case one hun- "dred pounds." In paragraph (3) of section two hundred and forty the words "not "exceeding in "any individual "case one hun- "dred pounds."
3 & 4 Geo. 5. c. 20.	The Bankruptcy (Scotland) Act, 1913.	In paragraph (*d*) of subsection (1) of section one hundred and eighteen the words "not "exceeding in "any individual "case one hun- "dred pounds."
4 & 5 Geo. 5. c. 59.	The Bankruptcy Act, 1914.	In paragraph (*d*) of subsection (1) of section thirty-three the words "not exceeding "in any in- "dividual case "one hundred "pounds."
7 & 8 Geo. 5. c. 42.	The Workmen's Compensation (War Addition) Act, 1917.	The whole Act.
9 & 10 Geo. 5. c. 83.	The Workmen's Compensation (War Addition) Amendment Act, 1919.	The whole Act.

Statutes

ENACTED IN THE SESSION OF PARLIAMENT, 1924.

14 GEO. 5.

CHAPTER 1.

UNEMPLOYMENT INSURANCE ACT, 1924.

An Act to repeal proviso (2) to section two of the Unemployment Insurance Act, 1923. [21*st February*, 1924.

Be it enacted, etc. :—

1. *Repeal of* 13 & 14 *Geo.* 5, *c.* 2, *s.* 2 (2)].—Proviso (2) to section two of the Unemployment Insurance Act, 1923 (which relates to the conditions for receipt of benefit in the year following the fourth special period) shall cease to have effect on and after the twenty-first day of February, nineteen hundred and twenty-four.

2. *Short title.*]—This Act may be cited as the Unemployment Insurance Act, 1924, and the Unemployment Insurance Acts, 1920 to 1923, and this Act may be cited together as the Unemployment Insurance Acts, 1920 to 1924.

CHAPTER 2.

CONSOLIDATED FUND (No. 1) ACT, 1924.

An Act to apply a sum out of the Consolidated Fund to the service of the year ending on the thirty-first day of March, one thousand nine hundred and twenty-four. [6*th March*, 1924.

CHAPTER 3.

DISEASES OF ANIMALS ACT, 1924.

An Act to remove temporarily the limit on the moneys provided by Parliament for the purposes of the Diseases of Animals Acts, 1894 to 1922. [6*th March*, 1924.

Be it enacted, etc. :—

1. *Provision of funds for purposes of the Diseases of Animals Acts.*]—The limitation of one hundred and forty thousand pounds imposed by section eighteen of the Diseases of Animals Act, 1894 [57 & 58 Vict. c. 57], on the moneys which may be provided by Parliament towards defraying the costs in such section mentioned and be paid to the cattle pleuro-pneumonia account for Great Britain shall not apply to moneys so provided in the financial year ending on the thirty-first day of March, nineteen hundred and twenty-four.

2. *Short title.*]—This Act may be cited as the Diseases of Animals Act, 1924.

CHAPTER 4.

CONSOLIDATED FUND (No. 2) ACT, 1924.

An Act to apply certain sums out of the Consolidated Fund to the service of the years ending on the thirty-first day of March, one thousand nine hundred and twenty-three, one thousand nine hundred and twenty-four, and one thousand nine hundred and twenty-five. [28*th March* 1924.

CHAPTER 5.

ARMY AND AIR FORCE (ANNUAL) ACT, 1924.

An Act to provide, during Twelve Months, for the Discipline and Regulation of the Army and Air Force. [15*th April*, 1924.

[Preamble].

Be it therefore enacted, etc. :—

1. *Short title.*]—This Act may be cited as the Army and Air Force (Annual) Act, 1924.

* * * *

AMENDMENTS OF ARMY AND AIR FORCE ACTS.

PART I.

AMENDMENTS OF ARMY ACT.

4. *Amendment of s.* 175 *of the Army Act.*]—In paragraph (9) of section one hundred and seventy-five of the Army Act (which relates to persons subject to military law as officers), for the words "Indian army reserve" there shall be substituted the words "Indian army reserve of officers or the Army "in India reserve of officers."

5. *Amendment of s.* 189 *of the Army Act.*]—The following subsection shall be inserted at the end of section one hundred and eighty-nine of the Army Act (which relates to the interpretation of the term "on active service"):—

"(6) Where any such forces so serving out of His Majesty's Dominions are under the command of an air officer the powers exercisable under this section by a general officer or colonel commandant shall be exercisable by such air officer, and this section shall apply accordingly."

6. *Amendment of s.* 190 *of the Army Act.*]—The following paragraph shall be inserted at the end of paragraph (3) of section one hundred and ninety of the Army Act (which relates to the interpretation of terms in that Act):

"(3A) The expression "colonel commandant" includes a colonel not below the rank of colonel commandant."

PART II.

AMENDMENT OF AIR FORCE ACT.

7. *Amendment of s.* 189 *of the Air Force Act.*]—The following subsection shall be inserted at the end of section one hundred and eighty-nine of the Air Force Act (which relates to the interpretation of the term "on active service"):—

"(6) Where any such part of His Majesty's Air Force so serving out of His Majesty's Dominions is under the command of a general officer or colonel commandant, the powers exercisable under this section by an air officer shall be exercisable by such general officer or colonel commandant, and this section shall apply accordingly."

PART III.

AMENDMENTS OF ARMY ACT APPLICABLE ALSO TO THE AIR FORCE ACT.

8. *Amendment of s.* 44 *of the Army Act.*]—In proviso (11) to section forty-four of the Army Act (which relates to the scale of punishments by courts-martial), for the words "military decoration or military reward" there shall be substituted the words "naval, military or air-force decoration or naval, military or air-force reward."

9. *Amendment of s.* 47 *of the Army Act.*]—In subsection (1) of section forty-seven of the Army Act (which relates to the power to deal summarily with charges against officers and warrant officers) for the words "the General" there shall be substituted the words "the General or Air."

10. *Amendment of s.* 174A *of the Army Act.*]—In section one hundred and seventy-four A of the Army Act (which relates to the use of recreation rooms without licence), after the words "Disorderly Houses Act, 1751" there shall be inserted the words "or in any similar enactment contained in any other Act whether public general or local or personal."

11. *Application to Air Force.*]—References in this Part of this Act to the Army Act shall be deemed to include references to the Air Force Act, and the provisions of this Part of this Act shall, in their application to the Air Force Act, have effect as if for the words "military decoration or military reward" there were substituted the words "air-force decoration "or air-force reward."

SCHEDULE.

Accommodation to be provided.	Maximum Price.
Lodging and attendance for soldier where meals furnished.	Tenpence per night for the first soldier and eightpence per night for each additional soldier.
Breakfast as specified in Part I of the Second Schedule to the Army and Air Force Acts.	Sevenpence each.
Dinner as so specified	Tenpence
Supper as so specified	Fourpence.
Where no meals furnished, lodging and attendance, and candles, vinegar, salt, and the use of fire, and the necessary utensils for dressing and eating his meat.	Tenpence per night for the first soldier and eightpence per night for each additional soldier.
Stable room and ten pounds of oats, twelve pounds of hay, and eight pounds of straw per day for each horse.	One shilling and sevenpence per day.
Stable room without forage	Sixpence per day.
Lodging and attendance for officer	Three shillings per night.

Note.—An officer shall pay for his food.

CHAPTER 6.

UNEMPLOYMENT INSURANCE (NO. 3) ACT, 1924.

An Act to extend the periods for which the receipt of unemployment benefit during the current benefit year may be authorised under section two of the Unemployment Insurance Act, 1923. [15th April, 1924.

Be it enacted, etc. :—

1. *Amendment of s. 2 of* 13 *&* 14 *Geo. 5. c. 2.*]—Section two of the Unemployment Insurance Act, 1923 (which prescribes the conditions for the receipt of benefit in the benefit year ending on the fifteenth day of October, nineteen hundred and twenty-four), shall be amended so as to empower the Minister of Labour to authorise the receipt of benefit during the said benefit year for periods not exceeding in the aggregate forty-one weeks, and proviso (1) to the said section shall accordingly have effect as though for the words "twenty-six" weeks in both places where they occur, there were substituted the words "forty-one weeks."

2. *Short title.*]—This Act may be cited as the Unemployment Insurance (No. 3) Act, 1924, and shall be included among the Acts which may be cited together as the Unemployment Insurance Acts, 1920 to 1924.

CHAPTER 7.

TREATY OF PEACE (TURKEY) ACT, 1924.

An Act to carry into effect a Treaty of Peace between His Majesty and certain other Powers, and certain conventions, protocols, and declarations connected therewith. [15th April, 1924.

Whereas, at Lausanne, on the twenty-fourth day of July, nineteen hundred and twenty-three, a Treaty of Peace with Turkey, and the conventions, protocols, and declaration mentioned in Part I of the Schedule to this Act were signed on behalf of His Majesty and in connection with the said Treaty the further convention and protocol mentioned in Part II of that Schedule was signed at Paris on the twenty-third day of November, nineteen hundred and twenty-three :

And whereas copies of the said Treaty, conventions, protocols, and declaration have been laid before each House of Parliament, and it is expedient that His Majesty should have power to do all such things as may be proper and expedient for giving effect thereto :

Be it therefore enacted, etc. :—

1. *Power of His Majesty to give effect to Peace Treaty, &c.*]—(1) His Majesty may make such appointments, establish such offices, make such Orders in Council, and do such things as appear to him to be necessary for carrying out the said Treaty, conventions, protocols and declaration, and for giving effect to any of the provisions thereof.

(2) Any Order in Council made under this Act may provide for the imposition, by summary process or otherwise, of penalties in respect of breach of the provisions thereof, and for conferring on courts within His Majesty's Dominions jurisdiction in cases where under the Convention respecting Conditions of Residence and Business and Jurisdiction such courts are alone to have jurisdiction.

(3) Every such Order in Council shall be laid before Parliament as soon as may be after it is made, and shall have effect as if enacted in this Act, but may be varied or revoked by a subsequent Order in Council, and shall not be deemed to be a statutory rule within the meaning of section one of the Rules Publication Act, 1893 [56 & 57 Vict. c. 66]:

Provided that, if an Address is presented to His Majesty by either House of Parliament within the next twenty-one days on which that House has sat after any Order in Council made under this Act has been laid before it praying that the Order or any part thereof may be annulled, His Majesty in Council may annul the Order or such part thereof, and it shall thenceforth be void, but without prejudice to the validity of anything previously done thereunder.

(4) Any expenses incurred in carrying out the said Treaty, conventions, protocols and declaration shall be defrayed out of moneys provided by Parliament.

2. *Short title.*]—This Act may be cited as the Treaty of Peace (Turkey) Act, 1924.

SCHEDULE.

PART I.

CONVENTIONS, PROTOCOLS, AND DECLARATION CONNECTED WITH THE TREATY OF PEACE WITH TURKEY SIGNED AT LAUSANNE.

I. Convention respecting the Régime of the Straits.
II. Convention respecting the Thracian Frontiers.
III. Convention respecting Conditions of Residence and Business and Jurisdiction.
IV. Commercial Convention.
V. Amnesty Declaration and Protocol.
VI. Protocol relating to certain Concessions granted in the Ottoman Empire.
VII. Protocol relating to the accession of Belgium and Portugal to certain provisions of Instruments signed at Lausanne.
VIII. Protocol relating to the Evacuation of the Turkish territory occupied by the British, French and Italian Forces.
IX. Protocol relating to the Karagatch territory and to the islands of Imbros and Tenedos.
X. Protocol relating to the Treaty, concluded at Sèvres between the Principal Allied Powers and Greece on the 10th August 1920, concerning the Protection of Minorities in Greece, and to the Treaty relating to Thrace concluded on the same day between the same Powers.
XI. Protocol relating to signature by the Serb-Croat-Slovene State.

PART II.

CONVENTION AND PROTOCOL SIGNED AT PARIS.

Convention relating to the Assessment and Reparation of Damage suffered in Turkey by the Nationals of the contracting Powers and the Protocol annexed thereto.

CHAPTER 8. (14 & 15 GEO. 5).

TRADE FACILITIES ACT, 1924.

An Act to amend the Trade Facilities Acts, 1921 and 1922, to authorise the Treasury to contribute towards the interest payable on certain loans, the application of which is calculated to promote employment in the United Kingdom, to extend the periods during which guarantees may respectively be given and remain in force under the Overseas Trade Acts, 1920 to 1922, and to amend section three of the Trade Facilities and Loans Guarantee Act, 1922 (Session 2). [15th May, 1924.

Be it enacted, etc. :—

1. *Increase of amount of loans which may be guaranteed under* 11 *&* 12 *Geo. 5 c. 65, and extension of period for giving of guarantees.*]—(1) The maximum limit on the aggregate capital amount of the loans, the principal or interest of which may be guaranteed under subsection (1) of section one of the Trade Facilities Act, 1921, as amended by the Trade Facilities and Loans Guarantee Act, 1922, (Session 2) [13 Geo. 5 c. 4 (Session 2)], shall be increased from fifty million pounds to sixty-five million pounds.

(2) The power to give guarantees under the said section one may be exercised at any time up to and including the thirty-first day of March, nineteen hundred and twenty-five.

2. *Power of Treasury to contribute towards interest payable on certain loans.*]—(1) If the Treasury are satisfied—

(*a*) that the proceeds of any loan to which this section applies are to be applied by way of capital expenditure on or in connection with a public utility undertaking in some part of His Majesty's Dominions in accordance with a scheme approved by the Government of that part of His Majesty's Dominions; and

(*b*) that the expenditure involved in the scheme is in anticipation of expenditure which would normally have been incurred at a later date; and

(*c*) that the application of the proceeds of the loan in the manner proposed is calculated to promote employment in the United Kingdom;

the Treasury may, subject to the provisions of this section, undertake to pay to the said Government an amount not exceeding three-quarters of any interest payable in the first five years of the currency of the loan in respect of such portion of the loan as is to be expended in the United Kingdom, so, however, that the amount payable by the Treasury under this section shall not exceed one million pounds in any one year or five million pounds in all.

(2) The loans to which this section apply are loans to be raised in the United Kingdom either by the Government of any part of His Majesty's Dominions, or by a local authority in any part of His Majesty's Dominions, or by any body of persons constituted for the purpose of carrying out a public utility undertaking.

(3) No undertaking shall be given by the Treasury under this section after the expiration of three years from the commencement of this Act or in respect of a loan to be raised thereafter.

(4) Such sums as may from time to time be required by the Treasury for fulfilling any undertaking given under this section shall be paid out of moneys provided by Parliament.

(5) The Treasury shall, as soon as may be after the expiration of each year during which undertakings may be given under this section, lay before both Houses of Parliament a statement of the amounts payable under the undertakings given under this section during that year, together with particulars of the purposes to which the loans were to be applied.

(6) In this section the expression "public utility undertaking" means an undertaking for providing or improving communications, drainage or irrigation, or for providing power, lighting or water, and references to any part of His Majesty's Dominions shall include references to any territory which is under His Majesty's protection.

3. *Extension of periods during which guarantees may be given and remain in force under Overseas Trade Acts, 1920 to 1922.*]—(1) The powers of the Board of Trade under the Overseas Trade Acts, 1920 to 1922, with respect to the giving of guarantees may be exercised in the case of new guarantees at any time up to and including the eighth day of September, nineteen hundred and twenty-six, and the period during which guarantees given under the said Acts (including renewed guarantees) may remain in force shall be extended so as to expire on the eighth day of September, nineteen hundred and thirty.

(2) In subsection (1) of section one of the Overseas Trade (Credits and Insurance) Amendment Act, 1921 [11 & 12 Geo. 5, c. 26], the words from "(*a*) the powers" to "and (*b*)," and in sub-section (2) of section two of the Trade Facilities Act, 1921 [11 & 12 Geo. 5, c. 65], the words from "in proviso (*a*)" to "by the amending Act," and the words from "so long as" to the end of the subsection, are hereby repealed.

(3) The Overseas Trade Acts, 1920 to 1922, and this section may be cited together as the Overseas Trade Acts, 1920 to 1924.

4. *Amendment of section 3 of 13 Geo. 5, c. 4.*]—Section three of the Trade Facilities and Loans Guarantee Act, 1922 (Session 2), which authorises the Treasury to guarantee the payment of the principal of, and the interest on, a loan to be raised by the Government of the Soudan for certain purposes, not exceeding in the aggregate an amount sufficient to raise three million five hundred thousand pounds, shall have effect as though the sum of seven million pounds were therein substituted for the sum of three million five hundred thousand pounds.

5. *Short title.*]—This Act may be cited as the Trade Facilities Act, 1924, and the Trade Facilities Acts, 1921 and 1922, and sections one and two of this Act may be cited together as the Trade Facilities Acts, 1921 to 1924.

CHAPTER 9.

POOR LAW EMERGENCY PROVISIONS CONTINUANCE (SCOTLAND) ACT, 1924.

An Act to extend further the duration of the Poor Law Emergency Provisions (Scotland) Act, 1921, and to amend certain provisions of that Act as amended by the Local Authorities (Emergency Provisions) Act, 1923. [15*th May*, 1924.

CHAPTER 10.

NATIONAL HEALTH INSURANCE (COST OF MEDICAL BENEFIT) ACT, 1924.

An Act to make further provision with respect to the cost of medical benefit and to the expenses of the administration of benefits under the Acts relating to national health insurance, and to amend section twenty-nine of the National Health Insurance Act, 1918, and for purposes connected therewith. [29*th May*, 1924.

Be it enacted, etc. :—

1. *Provision as to cost of medical benefit and administration expenses.*]—(1) There shall, in respect of each year during which this Act continues in force, be paid—

(*a*) to insurance committees in England on account of the cost, and the expenses of the administration, of medical benefit, by way of addition to the sums payable under subsection (1) of section seven of the National Health Insurance Act, 1920 [10 & 11 Geo. 5 c. 10], and, subject to such conditions as may be prescribed, a sum at such yearly rate as may be prescribed, but not exceeding two shillings and twopence three farthings per year, in respect of each of the total number of the persons in respect of whom payments are made under the said section seven (in this Act referred to as "the total number of persons for the purposes of the said section seven"); and

(*b*) to the Minister of Health, on account of the expenses incurred by him in connection with the administration of benefits, a sum at such yearly rate as may be prescribed, but not exceeding three halfpence per year, in respect of each of the total number of persons for the purposes of the said section seven.

(2) Such part of the sums to be paid as aforesaid as is not defrayed in pursuance of section three of the National Health Insurance Act, 1911 [1 & 2 Geo. 5 c. 55], out of moneys provided by Parliament (hereinafter referred to as "the balance"), shall in each year be provided as follows, that is to say :—

(*a*) there shall be paid by each approved society an amount representing a charge at the rate of seven-ninths of twopence in respect of each of the total number of persons in respect of whom payments are made by the society under the said section seven :

(*b*) there shall be paid out of the moneys in the Central Fund representing sums carried to that fund under section twenty-nine of the National Health Insurance Act, 1918 [7 & 8 Geo. 5 c. 62], (which provides for the disposal of sums unclaimed in the Stamp Sales Account), as amended by this Act, an amount representing a charge at the rate of seven-ninths of one shilling and eightpence farthing in respect of each of the total number of persons for the purposes of the said section seven :

(*c*) the residue of the balance shall be paid out of the sums standing to the credit of the Income Account of the National Health Insurance Fund (Investment) Account in the books of the National Debt Commissioners kept in accordance with the regulations made by the Treasury under subsection (3) of section fifty-four of the National Insurance Act, 1911.

(3) There shall, in respect of every member of an approved society who has attained the age of seventy years in respect of every year during which this Act continues in force, be paid to the Reserve Suspense Fund out of moneys in the Central Fund representing sums carried to that Fund as aforesaid and out of the Income Account mentioned in paragraph (*c*) of the last preceding subsection, amounts at the like rates at which payments are to be made out of the said Fund and the said Account under paragraph (*b*) and paragraph (*c*) respectively of the said subsection.

2. *Payment into Central Fund.*]—Out of the residues of the sums unclaimed in the Stamps Sales Accounts for England, Scotland and Wales respectively, which residues are under section twenty-nine of the National Health Insurance Act, 1918, to be applied in such manner as may be prescribed, there shall be paid forthwith into the Central Fund the sum of one hundred thousand pounds, and the sum so to be paid shall be apportioned between the said Accounts for England, Scotland and Wales respectively in such manner as the National Health Insurance Joint Committee may direct.

3. *Application of part of sums unclaimed in stamp sales account towards cancellation of arrears.*]—(1) Such part as the National Health Insurance Joint Committee may direct of the sums which under section twenty-nine of the National Health Insurance Act, 1918, are to be carried to the Central Fund shall, instead of being so carried, be credited to approved societies in accordance with a scheme to be made by the said Committee with the approval of the Treasury, and any sums credited under this section to an approved society shall be applied by the society in such manner as the scheme may provide for the purpose of preventing such members of the society as are in arrears from being or continuing to be suspended from benefit.

(2) This section shall be deemed to have had effect as from the first day of January, nineteen hundred and twenty-three, and shall continue in force until the thirty-first day of December, nineteen hundred and twenty-five.

4. *Payment out of Central Fund for purpose of health insurance in Northern Ireland.*]—There shall, out of moneys in the Central Fund representing sums carried to that Fund under section twenty-nine of the National Health Insurance Act, 1918, as in force in Northern Ireland, be paid to the Ministry of Labour for Northern Ireland to be applied for the purposes of national health insurance in Northern Ireland in such way as the Parliament of Northern Ireland may direct, such sums as the National Health Insurance Joint Committee shall determine to be proper to be so paid, having regard to the sums paid out of moneys in the Central Fund under this Act for the purposes of national health insurance in Great Britain.

5. *Application to Scotland, Ireland and Wales.*]—(1) This Act shall apply to Scotland, subject to the following modifications, that is to say :—

(*a*) the Scottish Board of Health shall be substituted for the Minister of Health :

(*b*) one shilling and tenpence halfpenny shall be substituted for two shillings and twopence three farthings :

(*c*) twopence halfpenny shall be substituted for three-halfpence :

(*d*) such sum, if any, as may be prescribed, not exceeding one penny, shall be substituted for twopence :

(*e*) the Scottish National Health Insurance Fund (Investment) Account shall be substituted for the National Health Insurance Fund (Investment) Account :

(*f*) section one of this Act shall have effect as if there were inserted after the word "benefits" in paragraph (*b*) of sub-section (1) thereof the words "and the provision of a medical service for insured persons in such "districts of Scotland (other than the Highlands and Islands within the "meaning of the Highlands and Islands (Medical Service) Grant Act, "1913) [3 & 4 Geo. 5, c. 26] as may be determined by the Scottish Board "of Health to be necessitous."

(2) This Act shall apply to Wales subject to the following modifications, that is to say, two shillings and eightpence farthing shall be substituted for two shillings and twopence three farthings, one penny three farthings shall be substituted for three-halfpence, and the Welsh National Health Insurance Fund (Investment) Account shall be substituted for the National Health Insurance Fund (Investment) Account.

(3) This Act shall not (except as therein otherwise expressly provided) apply to Ireland.

6. *Short title, construction and operation.*]—(1) This Act may be cited as the National Health Insurance (Cost of Medical Benefit) Act, 1924, and shall be construed as one with the National Health Insurance Acts, 1911 to 1922, and those Acts and this Act may be cited together as the National Health Insurance Acts, 1911 to 1924.

(2) This Act shall (save as therein otherwise expressly provided) be deemed to have had effect as from the first day of January, nineteen hundred and twenty-four, and shall continue in force until the thirty-first day of December, nineteen hundred and twenty-six.

CHAPTER 11.

FRIENDLY SOCIETIES ACT, 1924.

An Act to amend sections one, sixty-two and sixty-five of the Friendly Societies Act, 1896, and for purposes connected therewith. [29*th May*, 1924.

Be it enacted, etc. :—

1. *Qualifications for office of Chief Registrar.*]—A person who has held the office of Assistant Registrar for not less than five years shall be qualified to be appointed Chief Registrar, and accordingly section one of the Friendly Societies Act, 1896 [59 & 60 Vict., c. 25], shall have effect as if in subsection (4) thereof, after the words "of not less than twelve years' standing," there were inserted the words "or a person who has held the office of "Assistant Registrar for not less than five years."

2. *Assurances on children's lives.*]—(1) Section sixty-two of the Friendly Societies Act, 1896 (which relates to assurances on children), both as originally enacted and as applied to trade unions and industrial assurance companies, shall have effect as if for that section the following section were substituted:—

"A society or branch, whether registered or unregistered, shall not insure or pay on the death of a child under the ages hereinafter specified any sum of money which exceeds or which, when added to any amount payable on the death of that child by any other society or branch or by any trade union or industrial assurance company exceeds, the amounts hereinafter specified; that is to say:—

(*a*) In the case of a child under three years of age, six pounds;

(*b*) In the case of a child under six years of age, ten pounds;

(*c*) In the case of a child under ten years of age, fifteen pounds."

(2) Section sixty-five of the Friendly Societies Act, 1896, shall have effect as if for the words "five years" there were substituted the words "three years" and as if for the words "ten years" there were substituted the words "six years," and as if at the end of subsection (1) thereof there were inserted the words "or for the payment in the whole of a sum "exceeding fifteen pounds on the death of a child under ten years."

(3) Subsection (1) of section four of the Industrial Assurance Act, 1923 [13 & 14 Geo. 5, c. 8], shall be repealed from the words "except that" to the end of the subsection.

3. *Short title, construction and extent.*]—(1) This Act may be cited as the Friendly Societies Act, 1924, and shall be construed with the Friendly Societies Acts, 1896 and 1908, and those Acts and this Act may be cited together as the Friendly Societies Acts, 1896 to 1924.

(2) This Act shall not extend to Northern Ireland.

CHAPTER 12.

SCHOOL TEACHERS (SUPERANNUATION) ACT, 1924.

An Act to extend the period during which contributions under the School Teachers (Superannuation) Act, 1922, are to be payable. [29*th May*, 1924.

Be it enacted, etc.:—

1. *Extension of period during which contributions by or in respect of school teachers are to be payable.*]—The School Teachers (Superannuation) Act 1922 [12 & 13 Geo. 5, c. 42], shall, unless Parliament shall hereafter fix some earlier date for the purpose, have effect as though in subsection (1) of section one thereof (which provides that contributions thereunder are to be payable as from the first day of June, nineteen hundred and twenty-two, until the first day of June, nineteen hundred and twenty-four) the first day of April, nineteen hundred and twenty-six, were substituted for the first day of June, nineteen hundred and twenty-four.

2. *Short title.*]—This Act may be cited as the School Teachers (Superannuation) Act, 1924, and the School Teachers (Superannuation) Acts, 1918 [8 & 9 Geo. 5, c. 55] and 1922, and this Act may be cited together as the School Teachers (Superannuation) Acts, 1918 to 1924.

CHAPTER 13.

EDUCATION (SCOTLAND) (SUPERANNUATION) ACT, 1924.

An Act to amend the Education (Scotland) (Superannuation) Act, 1922. [29*th May*, 1924.

CHAPTER 14.

WEST INDIAN ISLANDS (TELEGRAPH) ACT, 1924.

An Act to make provision for the establishment and working of a system of submarine cables and wireless telegraph stations in the West Indian Islands and British Guiana. [14*th July*, 1924.

CHAPTER 15.

AUXILIARY AIR FORCE AND AIR FORCE RESERVE ACT, 1924.

An Act to make further provision as to the organisation and conditions of service of the Auxiliary Air Force and Air Force Reserve, and for purposes connected therewith. [14*th July*, 1924.

Be it enacted, etc.:—

1. *Constitution of county joint associations and auxiliary air force associations.*—The power of His Majesty under section six of the Air Force (Constitution) Act, 1917 [7 & 8 Geo. 5 c. 51], (in this Act referred to as "the "principal Act"), to apply by Order in Council to the auxiliary air force or to the officers and men of that force any of the enactments relating to the territorial army or the officers and men of that army, shall be extended so as to include power to apply Part I of the Territorial and Reserve Forces Act, 1907 [7 Edw. 7, c. 9], to the auxiliary air force and to the officers and men of that force and also to the territorial army and to the officers and men of that army with such modifications as may be necessary—

(1) (*a*) to provide for the establishment and constitution of a county joint association under the said Part I, which shall, as respects the county, exercise the powers and perform the duties of an association under the said Part in relation both to the territorial army and to the auxiliary air force, and to provide for the application of the provisions of that Part with respect to the Army Council, to army services and to the territorial army, to the Army Council and Air Council or either of them, to army and air force services or either of them and to the territorial army and the auxiliary air force, or either of them, respectively;

(*b*) to define the relations and responsibilities of any such county joint association to the Army Council and the Air Council respectively; and

(2) to provide for the establishment and constitution for any areas which in the opinion of the Air Council cannot suitably be administered through county joint associations constituted under the preceding paragraph, of auxiliary air force associations; and

(3) to provide for the termination of county joint associations either generally or in special cases, and on such termination for the establishment of associations constituted under the Territorial and Reserve Forces Act, 1907, or of auxiliary air force associations; and

(4) to provide for the transfer and adjustment of any powers, duties, assets and liabilities on the establishment or termination of county joint associations.

2. *Conditions of service of auxiliary air force.*]—The aforesaid power of His Majesty under section six of the principal Act shall be extended so as to include power to apply any enactments referred to in that section to the auxiliary air force, or to the officers or men of that force, with such modifications as may be necessary to make it a condition, on the acceptance of a commission as an officer, or on the enlistment of a man in the auxiliary air force, that the person so commissioned or enlisted shall enter into an agreement to accept as an obligation the liability (whether or not the army or air force reserve is called out on permanent service) to be called out and to serve within the British Islands in defence of the British Islands against actual or apprehended attack, and to provide accordingly for the application of the provisions of section twenty of the Territorial and Reserve Forces Act, 1907, with the necessary modifications, to any such man who fails to fulfil such obligations as aforesaid.

3. *Conditions of service of air force reserve.*]—The power of His Majesty under section six of the principal Act to apply by Order in Council to the air force reserve or to the officers and men of the air force reserve any of the enactments relating to the army reserve or to the officers and men of the army reserve shall be extended so as to include power to apply any of those enactments to the air force reserve, or to the officers or men thereof, with such modifications as may be necessary—

(1) To provide that, notwithstanding anything contained in subsection (1) of section thirty of the Territorial and Reserve Forces Act, 1907, men may be enlisted into the air force reserve either as reservists or as special reservists, whether or not such men have served in the regular air force; and

(2) to make it a condition on the enlistment of a man in the regular air force or the air force reserve after the date of the order, that he shall accept as an obligation the liability during his service in the reserve (whether or not the army or air force reserve is called out on permanent service) to be called out and to serve within the British Islands in defence of the British Islands against actual or apprehended attack, and to provide that any man of the regular air force enlisted before the date of the order who may after that date be transferred to the air force reserve, or any man in the air force reserve at that date, may agree in writing to accept as an obligation such liability as aforesaid; and

(3) to provide that a man who is liable to be called out and to serve in the circumstances mentioned in this section shall, when called out for such service be deemed to have been called out on permanent service, and to be subject to the Air Force Act accordingly; and

(4) to provide for the enlistment of men into the air force reserve as special reservists with a liability to serve within the limits of the British Islands only.

4. *Power to make supplemental modifications.*]—An Order in Council made in pursuance of any of the foregoing provisions of this Act may make such supplemental and consequential modifications (if any) of the provisions of the Reserve Forces Acts, 1882 to 1907, and the Territorial and Reserve Forces Act, 1907, including the provisions as to the service and publication of notices, and contain such supplemental and consequential provisions, as may appear to His Majesty in Council to be necessary or expedient.

5. *Calling out for service in defence and termination of such service.*]—(1) It shall be lawful for His Majesty by Order in Council declaring that a case of emergency exists, to order a Secretary of State to give, and when given to revoke or vary, such directions as may seem necessary or proper for calling out to serve within the British Islands in defence of the British Islands against actual or apprehended attack all or any of the officers and men of the auxiliary air force or air force reserve who in pursuance of this Act are liable to be called out and to serve as aforesaid.

(2) All directions given in pursuance of such order shall be obeyed as if enacted in this Act and every officer and man for the time being called out by such directions shall attend at the place and time fixed by those directions.

(3) It shall be lawful for His Majesty by Order in Council to declare that a case of emergency no longer exists, and thereupon the Secretary of State shall give such directions as may seem necessary or proper for terminating the service under this section of the officers and men of the auxiliary air force and air force reserve.

DIGEST OF CASES REPORTED IN

THE SOLICITORS' JOURNAL & WEEKLY REPORTER.

VOLUME 68.

ADULTERATION :—

Food—Milk—Samples of Milk in Course of Delivery—Fair Sample—Method of Analysis—Sale of Food and Drugs Act, 1875, 38 & 39 *Vict.*, *c.* 63, *ss.* 13, 14—*Sale of Food and Drugs Act*, 1879, 42 & 43 *Vict.*, *c.* 30, *s.* 3.—An inspector of nuisances preferred an information against the vendor of certain churns of milk in course of delivery for selling milk of a nature and substance contrary to the provisions of the statutes relating thereto. The respondent alleged that the inspector had not adopted the correct method of taking and analysing the samples. He had taken one sample from each of three churns and analysed the samples separately, instead of first mixing them and then making his analysis.

Held, that the method of analysis adopted was not an improper method.—WILDRIDGE *v.* ASHTON, *K.B.D.*, 165 ; 1924, 1 K.B. 92.

AGRICULTURAL HOLDING :—

1. *Compensation for Disturbance—Tenant not in Occupation—Sub-tenancies—Notice to Quit—No Loss or Expense directly attributable to quitting the Holding—Right to Recover Compensation—Agriculture Act*, 1920, 10 & 11 *Geo.* 5, *c.* 76, *s.* 10.—By s. 10 of the Agriculture Act, 1920, a tenant of a holding, who quits the holding in consequence of a notice to quit terminating the tenancy, is entitled (with certain specified exceptions) to recover from the landlord compensation for disturbance. The compensation payable under the section shall represent the loss or expense directly attributable to the quitting of the holding which the tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, implements of husbandry, fixtures, farm produce or farm stock on or used in connection with the holding, and shall include any expenses reasonably incurred by him in the preparation of his claim for compensation, but for the avoidance of disputes such sum shall (by s-s. (6)) "be computed at an amount equal to one year's rent of the holding, unless it is proved that the loss and expense so incurred exceed an amount equal to one year's rent of the holding."

Before a tenant can recover compensation for disturbance under the section, he must prove that he has suffered loss or incurred expense "directly attributable to the quitting of the holding" in consequence of a notice to quit terminating the tenancy.—MINISTER OF AGRICULTURE *v.* DEAN, *C.A.*, 401 ; 1924, 1 K.B. 851.

2. "*Landlord*"—"*Person for the Time Being Entitled to Receive the Rents . . .*"—*Agricultural Holdings Act*, 1908.—By s. 48 of the Agricultural Holdings Act, 1908, "landlord" is defined as "any person entitled to receive the rents and profits of any land." The appellant was tenant of a farm under a tenancy which expired on 29th September, 1922. In May, 1922, the landlord of the farm entered into a contract to sell the farm, subject to the tenancy, to a purchaser, completion to take place on 29th September. Completion in fact took place on 2nd November, 1922. The contract of sale contained conditions providing (*inter alia*) that the rents and profits or possession of the property were to be received or retained and the outgoings discharged by the vendor up to the time appointed for completion. All current rents and outgoings were for the purposes of the conditions to be apportioned between the vendor and purchaser, and paid with or deducted from the purchase money. Any rent payable at the 29th September, 1922, was to be deemed "current rent," and was to be payable by the purchaser on completion in addition to the purchase money. After the tenancy expired there was a claim by the purchaser as "landlord" against the tenant for dilapidations, and the tenant counter-claimed for compensation.

Held (reversing the County Court Judge), that the purchaser was not at the material time, namely, the expiration of the tenancy, the "landlord" within the meaning of s. 48 of the Agricultural Holdings Act, 1908.—TOMBS *v.* TURVEY, *C.A.*, 385.

3. *Market Garden—Tenancy Agreement—Proviso that Holding not to be deemed to be "Let or Treated as a Market Garden"—Claim for Compensation—Whether in fact "Treated" as Market Garden—Agricultural Holdings Act*, 1908, 8 *Edw.*, 7, *c.* 28, *ss.* 5, 42 (1) (2).—By an agreement in writing dated in 1919 a landlord let a holding to a tenant with the proviso : "Nothing herein contained shall be deemed to be an agreement by the landlord that the premises hereby demised or any part thereof shall be let or treated as a market garden or give rise to a claim for compensation for fruit trees or bushes under the Agricultural Holdings Act, 1908." Upon receiving notice to quit, the tenant claimed compensation, upon the ground that upon the facts and other provisions in the agreement, the holding was "let or treated as a market garden" within the meaning of s. 42, s-s. (1), of the Agricultural Holdings Act, 1908.

Held, that the proviso was a clear agreement by both parties that the holding was not to be treated as a market garden, and therefore no claim to compensation arose. This result was not avoided by s. 5 of the Act, which provided that any contract made by a tenant depriving him of his right to claim compensation should be void, for in this case the right to claim compensation had never arisen.—*Re* MASTERS AND DUVEEN, *C.A.*, 11 ; 1923, 2 K.B. 729.

4. *Notice to Quit—Compensation for Disturbance—Ejectment Proceedings—Agriculture Act*, 1920, 10 & 11 *Geo.* 5, *c.* 76, *s.* 10.—By s. 10 of the Agriculture Act, 1920, where the tenancy of a holding terminates by reason of a notice to quit, and in consequence of such notice the tenant quits the holding, compensation for disturbance shall be payable by the landlord to the tenant.

The landlord of a farm served on the tenant a notice to quit on 25th March, 1923. Owing to the illness of his wife, the tenant did not quit the farmhouse at the expiry of the notice, but he quitted the land, save as under the custom of the county, immediately after the expiry of the notice. Ejectment proceedings were brought by the landlord and judgment was obtained by default of appearance. On being served with the notice to quit, the tenant duly served on the landlord a notice of intention to claim compensation for disturbance under s. 10 of the Agriculture Act, 1920. It was contended on behalf of the landlord that the tenant did not quit the farm in consequence of the notice to quit, but in consequence of the ejectment proceedings, and the county court judge, on a special case, held that he was not entitled to compensation on that ground.

Held, that if the tenant was ejected, the ejectment was in consequence of the notice to quit, and that, therefore, the tenant had quitted the farm in consequence of the notice to quit terminating the tenancy. The tenant was accordingly entitled to compensation under s. 10 of the Act.—MILLS *v.* ROSE, *C.A.*, 420.

5. *Notice to Quit—Length of Notice—Agriculture Act*, 1920, 10 & 11 *Geo.* 5, *c.* 76, *s.* 28.—A farm was let by the plaintiffs to the defendants for a term of seven, fourteen or twenty-one years from Michaelmas, 1915, and either party was empowered to determine the lease at the end of the first seven or fourteen years by giving six months' notice in writing. In February, 1922, the plaintiffs gave notice of their intention to terminate the tenancy at Michaelmas, 1922, the end of the first seven years. In an action by the plaintiffs for possession the defendants contended that the notice was bad by reason of s. 28 of the Agriculture Act, 1920.

Held, that as s. 28 applied to all tenancies of agricultural holdings, the notice given was insufficient.—EDELL *v.* DULIEU, *H.L.*, 183 ; 1924, A.C. 28.

6. *Termination of Tenancy—Questions and Differences arising—Notice to Quit by Tenant—Waiver—Reference to Arbitration—Refusal to yield up Possession—Action of Ejectment—Agricultural Holdings Act*, 1923, 13 & 14 *Geo.* 5, *c.* 9, *ss.* 10, 54.—A question whether a tenancy has terminated or not is not a "question or difference arising out of the termination of the tenancy" within s. 10 (1) of the Agricultural Holdings Act, 1923.

Per Scrutton, L.J. : Where a tenant pleads that a notice to quit has been waived by the landlord, and claims to hold under a new tenancy, the existence of which the landlord denies, that question or difference does not arise out of the termination of the tenancy, and therefore the landlord's remedy by ejectment is not barred by the section.—SIMPSON *v.* BATEY, *C.A.*, 754.

ALIEN :—

1. *Failure to Register—Order for Deportation of Alien—Alien's Wife—No Conviction against Wife—Deportation*—Habeas Corpus—*Aliens Restriction (Amendment) Act*, 1919, 9 & 10 *Geo.* 5, c. 92—*Aliens Order* 1920, *Art.* 12.—By Art. 12 (6) of the Aliens Order of 1920, a deportation order may be made "If the Secretary of State deems it to be conducive to the public good to make a deportation order against the alien."

The appellant's husband was convicted of failing to register as an alien, and the Home Secretary made a deportation order against him under the Aliens Acts, 1914 and 1919, and the Aliens Order, 1920. The Home Secretary subsequently made a deportation order against the appellant, who had not been convicted of any offence. The appellant applied to the Divisional Court for a writ of *habeas corpus*, but her application was refused. She appealed to the Court of Appeal.

Held, that the court could not interfere with the order of the Home Secretary, as the matter was left by Parliament to the discretion of the Home Secretary. The application for a writ of *habeas corpus*, therefore, failed.—REX *v.* HOME SECRETARY, *C.A.*, 646.

2. *National of Former Austrian Empire—Acquiring new Nationality—Assets in this Country—Statutory Charge—Treaty of Peace with Austria*, 1920, *s.* 4, *Art.* 249B—*Treaty of Peace (Austria) Order*, 1920.—A national of the former Austrian Empire alleged that he had acquired a new nationality in the Czecho-Slovakian State, and had thereby ceased to be an Austrian national, though he had never removed from Vienna and was still residing there.

Held, that plaintiff was still a national of the former Austrian Empire, and that his property in the United Kingdom was charged by the Treaty of Peace with Austria, 1920, s. 4, Art 249B. —ROTHSCHILD *v.* ADMINISTRATOR OF AUSTRIAN PROPERTY, *Eve, J.*, 40 ; 1923, 2 Ch. 542. And see Nationality.

APPOINTMENT :—

General Power—Appointment by Will—Death of one Appointee in Lifetime of Donee of Power—Lapsed Share—Whether appointed or not.—Where a testator gave a power of appointment to his daughter and declared trusts in default of appointment to other persons, and the daughter's appointment was held an exercise of a general power of dividing the fund in equal shares between four named people, and one of the four appointees died before the death of the daughter, and the daughter appointed no trustees of her will.

Held, that there was no sufficient indication of the daughter's intention to take the fund out of the testator's estate, and, accordingly, that such fourth share lapsed and did not form part of the estate of the donee of that power (the daughter), but passed as in default of appointment under the trusts of the testator's will.

In re Davies' Trusts, 1871, L.R. 13 *Eq.* 163, followed.—*Re* RUSSELL SKINNER, *Russell, J.*, 449. And see Settled Land, Settlement.

ARBITRATION :—

1. *Award—Contract—Sale of Goods—Chemical Trades—Arbitration Clause—"In the Usual Way"—Construction of Clause.*—A contract for the sale of carbonate of soda contained an arbitration clause as follows : "Any dispute arising out of this contract to be settled by arbitration in London in the usual way." Disputes having arisen under the contract, the sellers appointed their arbitrator and called upon the buyers to appoint their arbitrator. The buyers failed to appoint their arbitrator and the sellers' arbitrator then proceeded to decide the dispute as sole arbitrator in accordance with s. 6 of the Arbitration Act, 1889, and made an award in favour of the sellers. The buyers refused to pay the amount awarded, and in an action by the sellers to enforce the award, they disputed the award on the ground (1) that the arbitrator had no jurisdiction, and (2) of irregularity in the conduct of the award.

Held (1) that it was not open to the buyers to raise the question of irregularity in an action to enforce the award. The only way that question could be raised was on motion to set aside the award, and if the time for doing that had elapsed the buyers had lost that form of remedy, and (2) that as the sellers had proceeded in the usual way for arbitrations in the chemical trade in London, the award was valid.—SCRIMAGLIO *v.* THORSETT, *C.A.*, 630.

2. *Evidence of Arbitrator—Whether Admissible Before Umpire.*—An arbitrator was appointed by each of the parties to a contract for the sale of a consignment of meat which was to be shipped from Antwerp, and which it was alleged was not in accordance with contract. The arbitrators, failing to agree, appointed an umpire.

Held, that the evidence of one of the arbitrators as to the condition of the meat was admissible in the proceedings before the umpire.—BOURGEOIS *v.* WEDDELL & CO., *K.B.D.* 421 ; 1924, 1 K.B. 539.

3. *Reference to single Arbitrator—Refusal of one Party to concur in appointment of Arbitrator—Application to the Court by non-resident Foreigner—Discretion of the Court—Arbitration Act*, 1889, 52 & 53 *Vict.*, *c.* 49, *s.* 5.—By s. 5 of the Arbitration Act, 1889 ". . . (*a*) where a submission provides that the reference shall be to a single arbitrator, and all the parties do not, after differences have arisen concur in the appointment of an arbitrator . . . any party may serve the other parties or the arbitrators, as the case may be, with a written notice to appoint an arbitrator . . . If the appointment is not made within seven clear days after the service of the notice, the Court or a Judge may, on application by the party who gave the notice, appoint an arbitrator. . . ." Where an application is made to the Court under this section by a foreigner resident outside the jurisdiction, the Court has a discretion to refuse the application, and may attach any reasonable condition to the exercise of its discretion in granting the application as, *e.g.*, that the foreign applicant should give security for the costs of the application.

Eyre v. *Leicester Corporation*, 1892, 1 Q.B. 136, distinguished. —BJORNSTAD *v.* OUSE SHIPBUILDING CO., *C.A.*, 754.

ASSOCIATION :—

Expulsion of Member—Breach of Rules—Misconduct—Restraint of Trade—Ultra Vires—*Damages.*—A doctor brought an action against a branch of the British Medical Association claiming damages for expulsion from membership. He was expelled for conduct detrimental to the honour and interests of the profession. On the other hand he alleged that the rules of the branch contained agreements in restraint of trade and many oppressive and illegal provisions.

Held, that the action failed.—THOMPSON *v.* NEW SOUTH WALES BRANCH OF THE BRITISH MEDICAL ASSOCIATION, *P.C.*, 518.

BANKER :—

1. *Cheque Crossed in favour of Company—Indorsement by sole Director on behalf of Company—Ostensible authority of Director—Payment into Private Account of sole Director—Negligence of Bank—Liability—Bills of Exchange Act*, 1882, 45 & 46 *Vict.*, *c.* 61, *s.* 82.—The sole director of a limited company indorsed for the company crossed cheques payable to the company, and paid them into his private account with a bank in fraud of the company. He had authority to indorse the cheques of the company. The bank collected the amounts due on the cheques and credited his private account with the proceeds. After his death the company brought an action against the bank for conversion of the cheques and the bank claimed to be protected by s. 82 of the Bills of Exchange Act, 1882, on the ground that they received payment for the cheques in good faith and without negligence, and they relied on the ostensible authority of the sole director to deal with the cheques.

Held, that the director's conduct ought to have put the bank on enquiry, and the company was entitled to recover against the bank.

Decision of Roche, J., 39 T.L.R., 606, affirmed.—UNDERWOOD *v.* BANK OF LIVERPOOL, *C.A.*, 716 ; 1924, 1 K.B., 775.

2. *Duty of Secrecy—Duty not to Disclose—Qualifications—Communication as to State of Customer's Account—Breach of Duty—Whether Communication made on a Reasonable and Proper Occasion.*—In the case of a banker and a customer the confidential relationship between the parties is very marked, and the duty of non-disclosure of information as to the state of the customer's account is not confined to information derived from the customer himself or from his account. On principle, the contractual duty of secrecy implied from the relation of banker and customer is subject to the following four qualifications—(1) Where disclosure is under compulsion of law, (2) where there is a duty to the public to disclose, (3) where the interests of the bank require that disclosure should be made, and (4) where the disclosure is made by the consent (express or implied) of the customer.

In an action against a bank based on the alleged breach of the implied contractual duty of secrecy of the bank, the jury should be directed on these limits and qualifications on that duty.—TOURNIER *v.* NATIONAL PROVINCIAL, &C., BANK, *C.A.*, 441 ; 1924, 1 K.B. 461.

BANKRUPTCY :—

1. *Deed of Arrangement "not to be Registered"—Condition that Creditors shall not take Further Action—Creditor signing Letter Agreeing to Deed—Subsequent Issue of Bankruptcy Notice by Creditor—Estoppel—Deeds of Arrangement Act*, 1914, 4 & 5 *Geo.* 5, *c.* 47, *s.* 2.—On 18th April, 1922, a debtor executed a deed of agreement with his creditors, which stated in the preamble that the deed was made "to the intent that these presents shall not be registered either as a composition or deed

(4) Until any such Order in Council as is mentioned in the last preceding subsection has been made, the Secretary of State may from time to time, as he may think expedient for the public service, give such directions as may seem necessary or proper for dispensing with the service under this section of any officers and men of the auxiliary air force or the air force reserve and for calling out any officers or men of that force or that reserve to serve under this section whether the service under this section of such officers or men has been previously dispensed with or not.

6. *Short title, savings, and interpretation.*]—(1) This Act may be cited as the Auxiliary Air Force and Air Force Reserve Act, 1924.

(2) Except as otherwise expressly provided, nothing in this Act shall affect any power of His Majesty by Order in Council to apply to the air force reserve or to the auxiliary air force or to the officers or men of those forces any enactments relating to the army reserve or to the territorial army or to the officers or men of the army reserve or the territorial army.

(3) The powers conferred by this Act with respect to the conditions on the acceptance of commissions in the auxiliary air force or the enlistment of men in the auxiliary air force or the air force reserve shall be without prejudice to any other power conferred under or by virtue of any Act or Order in Council to give directions for the embodying of the auxiliary air force or the calling out on permanent service of the air force reserve.

(4) In this Act—

(i) references to the British Islands shall be construed as exclusive of the Irish Free State;

(ii) references to the Reserve Forces Act, 1882 [45 & 46 Vict., c. 48], and to the Territorial and Reserve Forces Act, 1907, shall be construed as references to those Acts as amended by any subsequent enactment.

(5) For the purposes of this Act and of any orders made thereunder and of any enactments as applied or adapted by any such order, service on any flight of which the points of departure and intended return are within the British Islands or the territorial waters thereof, shall be deemed to be service within the British Islands notwithstanding that the flight may in its course extend beyond those limits.

CHAPTER 16.

SMALL DEBT (SCOTLAND) ACT, 1924.

An Act to amend the law of Scotland relating to payment by instalments of sums decerned for in small debt courts, and to the arrestment of wages. [14*th July*, 1924.

Be it enacted, etc.:—

1. *Power to direct payment by instalments of sums found due in small debt courts in respect of arrears of rent.*]—The power conferred on the sheriff and the justices respectively by section eighteen of the Small Debt (Scotland) Act, 1837 [7 Will. 4 & 1 Vict. c. 41], and section eleven of the Justices of the Peace Small Debt (Scotland) Act, 1825 [6 Geo. 4, c. 48], to direct that any sum found due shall be payable by instalments shall, in any case where such sum consists of arrears of rent, include power to annex to any such direction such condition as the sheriff or the justices may think fit with regard to the punctual payment of sums to become due by the defender to the pursuer in the future in respect of rent; and, in the event of the failure of the defender to comply with any such condition, it shall be competent for the sheriff or the justices to rescind or vary any such direction in such manner as he or they shall think fit.

2. *Amendment of 33 & 34 Vict. c. 63.*]—The Wages Arrestment Limitation (Scotland) Act, 1870, shall have effect as if in section two thereof "thirty-five shillings" were substituted for "twenty shillings."

3. *Short title.*]—This Act may be cited as the Small Debt (Scotland) Act, 1924.

CHAPTER 17.

COUNTY COURTS ACT, 1924.

An Act to amend the law relating to Officers of County Courts in England and of District Registries of the High Court in England, and to make further provision with respect to such County Courts and proceedings therein, and for purposes connected therewith. [14*th July*, 1924.

Be it enacted, etc.:—

1. *Appointment, qualification, &c. of registrars of county courts and provision as to high bailiffs.*]—(1) From and after the commencement of this Act there shall, subject to the provisions of this section, be a registrar for every court who shall be appointed by the Lord Chancellor.

(2) No person shall be qualified to be appointed a registrar unless he is a solicitor of not less than seven years' standing.

(3) The Lord Chancellor may, if he thinks fit, appoint a person to be registrar of two or more courts.

(4) The Lord Chancellor may, if he thinks fit, in the case of a court in a populous district appoint two persons to execute jointly the office of registrar of the court, and may, in any case where joint registrars are appointed, give directions with respect to the division between them of the duties of the office, and may, as he thinks fit, on the death, resignation or removal of a joint registrar, either appoint another person to be joint registrar in his place, or give directions that the continuing registrar shall act as sole registrar.

(5) Where after the commencement of this Act a vacancy occurs in the office of high-bailiff of a court, no person shall be appointed to that office, and thereafter the registrar of that court shall, by virtue of his office, be the high-bailiff of the court.

(6) Notice of a vacancy occurring in the office of registrar or high-bailiff of a court shall be forthwith given to the Lord Chancellor by the judge of the court.

(7) If in any case the Lord Chancellor thinks it expedient so to do, having regard to the amount of business to be performed by the registrar of any court as such together with the business (if any) to be performed by him as high-bailiff of the court or as district registrar of the High Court, he may, with the concurrence of the Treasury, direct that the registrar shall not, directly or indirectly, engage in practice as a solicitor or carry on any employment of such a nature as will, in the opinion of the Lord Chancellor, prevent him from properly performing his duties as registrar.

A registrar in whose case a direction is given under this subsection is in this Act referred to as "a whole-time registrar."

(8) The Lord Chancellor shall, before giving any direction under which a person will on appointment as registrar be, or under which a person holding the office of registrar will become, a whole-time registrar, take steps to satisfy himself that the health of the person concerned is satisfactory.

(9) Nothing in this section shall disqualify a registrar appointed before the commencement of this Act from continuing to hold his office.

2. *Payment of registrars and high-bailiffs.*]—Every registrar and every high-bailiff of a court shall be paid such salary, to be either exclusive of the remuneration of any officers of the court and of any other expenses of his office or not, as the Lord Chancellor may from time to time with the consent of the Treasury direct, and, where the salary is inclusive of any such remuneration or expenses as aforesaid, the Lord Chancellor may, if he thinks fit and subject to the consent of the Treasury, specify what part of that salary is applicable to the payment of the said remuneration or expenses.

3. *Appointment of assistant registrars, clerks, and other officers of county courts.*]—(1) Subject as hereinafter provided, the Lord Chancellor may, with the concurrence of the Treasury as to numbers and salaries, appoint in connection with any court such assistant registrars, clerks, bailiffs, ushers and messengers, and in connection with any district registry of the High Court such clerks, as he may consider necessary for carrying out the work of the court or of the district registry, respectively, and may from time to time direct what duties shall be performed by those officers respectively, and may, if he thinks fit, remove any such officer from his office.

(2) No person shall be qualified to be appointed an assistant registrar unless he is a solicitor of not less than seven years' standing.

(3) Where there is an assistant registrar, the Lord Chancellor may direct which of the powers and duties of the registrar are to be exercised and performed by the assistant registrar, and the assistant registrar shall, when exercising the powers or performing the duties specified in the direction, be deemed to be the registrar.

(4) Where a registrar or a high-bailiff is paid a salary inclusive of the remuneration of any officers, whether the part of the salary applicable to the payment of that remuneration is specified under the last preceding section of this Act or not, those officers shall, notwithstanding anything in this section, be appointed and be removable by the registrar.

(5) The Lord Chancellor may, subject to the consent of the Treasury as to numbers and salary, appoint as officers in his department such examiners and other officers as he may consider necessary for the purpose of controlling the accounts of county courts.

4. *Retirement and pensions of registrars.*]—(1) A registrar to whom this section applies shall vacate his office at the end of the completed year of service in the course of which he attains the age of seventy-two years:

Provided that, where the Lord Chancellor considers it desirable in the public interest to retain any registrar in his office after he attains the age of seventy-two years, he may, with the approval of the Treasury, from time to time authorise his continuance in office up to such later age, not exceeding seventy-five years, as he thinks fit.

(2) The provisions of the Superannuation Acts, 1834 to 1919 (in this Act referred to as "the Superannuation Acts"), shall apply to registrars to whom this section applies, subject to the following modifications:—

(*a*) The superannuation allowance on retirement shall be in accordance with the provisions of the First Schedule to this Act instead of in accordance with the provisions of the Superannuation Acts:

(*b*) Section two of the Superannuation Act, 1909 [9 Edw. 7, c. 10], (which authorises the grant of a gratuity in case of death), as amended by section two of the Superannuation Act, 1914 [4 & 5 Geo. 5, c. 86], section three of the Superannuation Act, 1909 (which provides for the application of the Act to existing male civil servants), and subsection (2) of section six of the Superannuation Act, 1909 (which relates to compensation on abolition of office), shall not apply:

(*c*) Section ten of the Superannuation Act, 1859 [22 Vict. c. 26], (which prohibits the grant of superannuation allowance to a person under the age of sixty years except upon evidence of infirmity), shall not apply, but a superannuation allowance shall not be granted under this section to a person who is under the age of seventy-two years, unless the Treasury are satisfied on a medical certificate that he is incapable from infirmity of mind or body of discharging the duties of his office, and that the infirmity is likely to be permanent, or unless he has served fifteen years as a registrar and has attained the age of sixty-five years:

(*d*) A registrar shall, for the purposes of the Superannuation Acts, be deemed to have served in the permanent civil service of the State notwithstanding that he has not been admitted to office with a certificate from the Civil Service Commissioners.

(3) This section shall apply to any registrar—

(*a*) who is a whole-time registrar within the meaning of this Act; or

(*b*) to whom a salary has been assigned under section forty-five of the principal Act and who gives notice in the prescribed form and within the prescribed period of his desire to accept the provisions of this Act relating to retirement and pensions:

Provided that, if a registrar who was, immediately before his appointment as registrar, an assistant registrar gives notice in the prescribed form and within the prescribed period of his desire to continue subject to the provisions of this Act relating to the retirement and pensions of persons in court service, he shall, for the purposes of retirement and pension, be deemed not to be a registrar to whom this section applies, but to be a person employed in court service.

(4) For the purposes of subsection (2) of this section, the period of service shall be reckoned, in the case of a whole-time registrar, as from the date on which he becomes a whole-time registrar, and, in the case of any other registrar, as from the date on which the order, by virtue of which the salary was assigned to him, came into operation.

(5) The provisions of this section shall apply to the registrars of the district registries of the High Court at Liverpool and Manchester as they apply to registrars of county courts, but in the case of any such district registrar who holds office at the commencement of this Act only if he gives notice in the prescribed form and within the prescribed period of his desire to accept the provisions of this section.

5. *Court service to be pensionable.*]—(1) Subject to the provisions of this section, employment in court service shall, in the case of a person as respects whom a direction in that behalf is given by the Lord Chancellor with the concurrence of the Treasury, and whether the employment commenced before or after the commencement of this Act, be deemed to be for all purposes employment in the civil service of the State, and if a certificate has been issued to him by the Civil Service Commissioners, allowances may be granted in his case accordingly under the Superannuation Acts:

Provided that, except in so far as the Treasury may in any case direct, no account shall be taken for the purposes of this section of court service before the issue of the certificate.

(2) Employment in court service shall, in relation to a person in whose case a direction has been given under this section, be deemed to be employment in a public department within the meaning of section four of the Superannuation Act, 1887 [50 & 51 Vict. c. 67], as amended by section three of the Superannuation Act, 1914.

(3) In the case of a person employed in court service who was appointed to his office before the commencement of this Act, any salary or remuneration received by him from any source whatsoever in respect of that office during any period of which account may be taken for the purpose of this section shall, for the purpose of authorising the grant of an allowance or a gratuity under this section, be deemed to have been paid out of moneys provided by Parliament.

(4) Where a person who was employed at the commencement of this Act in court service and in whose case a direction has been given under this section is in consequence of the provisions of this section required, by reason only of his having attained any age, to retire from court service, the Treasury may, if he has been required to devote his whole time to employment in court service and if he had attained the age of fifty-five years on or before the twelfth day of May, nineteen hundred and twenty-three, grant to him by way of compensation such gratuity, not exceeding twice the amount of the salary and emoluments received by him from whatsoever source during his last year of employment, as may seem to them just.

The decision of the Treasury on any question which arises as to the application of this subsection to any person or as to the amount of any gratuity thereunder shall be final.

(5) The provisions of this section shall have effect notwithstanding anything in any contract made between a registrar, a high bailiff, or a district registrar and any other person.

6. *Fees in workmen's compensation proceedings.*]—(1) No court fee shall be payable by the workman in respect of proceedings in a court under the Workmen's Compensation Act, 1906 [6 Edw. 7, c. 58].

(2) Subject to the provisions of the preceding subsection, the words "without fee" in paragraph (9) of the Second Schedule to the said Act and paragraph (13) of the said schedule shall cease to have effect.

7. *Amendment of s. 59 of principal Act.*]—(1) Section fifty-nine of the principal Act (which relates to ejectment actions) shall have effect as if for the words "one month from the day of service of the summons" there were substituted the words "such time as may be prescribed by rules of court," and as if the following subsection were added thereto—

"(2) The rules of court prescribing the procedure under this section may make provision for authorising any proceedings which have been brought under section one hundred and thirty-eight or one hundred and thirty-nine of this Act, but which ought to have been brought under this section, to be amended and to be continued under this section, and for the procedure on any such amendment."

(2) This section shall come into operation on the first day of October, nineteen hundred and twenty-four.

8. *Provisions as to striking out plaint, &c.*]—A registrar on the application of the defendant, of the hearing of which application seven clear days' notice shall be given by the defendant to the plaintiff, may order a plaint or other proceeding to be struck out on the ground that it discloses no reasonable cause of action, and shall make such order as to costs as he may think proper.

From the decision of the registrar an appeal shall lie to the county court judge in chambers.

9. *Minor amendments of principal Act.*]—(1) Section four of the principal Act (which provides for the alteration of county court districts) shall be amended as follows:—

(*a*) The powers conferred by the section shall be exercised by the Lord Chancellor by order instead of by His Majesty by Order in Council;

(*b*) Where an order is made under the section for the discontinuance of the holding of a court, there shall be power to make provision in the order with respect to proceedings which may have been commenced in that court:

(*c*) An order made under the section (including any Order in Council made thereunder before the commencement of this Act) may be varied or revoked by a subsequent order made thereunder.

(2) There shall be payable to brokers and appraisers in respect of the matters mentioned in section one hundred and fifty-four of the principal Act (which regulates the sale of goods taken in execution) out of the produce of goods distrained or sold such fees as may with the consent of the Treasury be prescribed instead of the poundage mentioned in that section.

(3) Section one hundred and eighty of the principal Act (which requires all summonses and other process issuing out of a county court to be under the seal of the court) shall have effect as though for the words "all "summonses and other process issuing out of the said court" there were substituted the words "all summonses issuing out of the said court and "all such other documents so issuing as may be prescribed," and as though for the words "other process purporting" there were substituted the words "such other documents purporting."

(4) Where a deputy has been appointed in the case of the illness or unavoidable absence of any registrar to whom the provisions of this Act relating to the retirement and pension of registrars apply, the Lord Chancellor may, with the consent of the Treasury, allow to the registrar such sums in respect of the remuneration and expenses of the deputy as he shall think fit.

(5) The sections of the principal Act specified in the first column of the Second Schedule to this Act, being enactments under which powers in relation to various matters are vested in the Treasury, shall be amended in the manner shown in the second column of that Schedule.

10. *Expenses.*]—All salaries, allowances and other sums payable under this Act shall be paid out of moneys provided by Parliament.

11. *Short title, interpretation, extent and repeal.*]—(1) This Act may be cited as the County Courts Act, 1924, and shall, except in so far as it amends the Workmen's Compensation Acts, 1906 to 1923, be construed as one with the County Courts Acts, 1888 to 1919, and this Act and the last-mentioned Acts may be cited together as the County Courts Acts, 1888 to 1924.

(2) In this Act, unless the context otherwise requires, the following expressions have the meanings hereby assigned to them respectively, that is to say:—

"Court" means county court:

"Court service" means employment as an assistant registrar, or as a clerk, bailiff, usher or messenger in the service of a court, or employment as a clerk in the service of a district registry of the High Court, and includes employment in those capacities simultaneously:

"Registrar" means registrar of a court:

"The principal Act" means the County Courts Act, 1888 [51 & 52 Vict. c. 43]:

"Solicitor" means solicitor of the Supreme Court:

"Prescribed" means prescribed by order made by the Lord Chancellor.

(3) Nothing in this Act shall affect any of the powers, rights, or privileges of the judges of the Mayor's and City of London Court, or the authority of the Mayor, Aldermen and Commons of the City of London in Common Council assembled in relation to that court, or to the judges or officers thereof, or to the fees taken therein, as the said powers, rights, privileges, and authority existed immediately before the commencement of this Act.

(4) This Act extends only to England.

(5) The enactments set out in the Third Schedule to this Act are hereby repealed to the extent specified in the third column of that schedule.

SCHEDULES.

FIRST SCHEDULE.

[Section 4.]

SCALE OF REGISTRARS' SUPERANNUATION ALLOWANCES.

1. An annual allowance not exceeding one-ninth of the last annual salary may be granted after the completion of a period of service of five years.

2. Where the period of service completed exceeds five years, there may be granted an annual allowance not exceeding one-ninth of the last annual salary with an addition of one-thirty-sixth of that salary for each completed year's service in excess of five.

3. The maximum allowance shall be two-thirds of the last annual salary.

4. For the purpose of this Schedule, the annual salary of a registrar who is also a district registrar of the High Court shall include any salary payable in respect of his services as such district registrar.

SECOND SCHEDULE.

[Section 9.]

AMENDMENTS WITH RESPECT TO POWERS VESTED IN THE TREASURY UNDER PRINCIPAL ACT.

S. 165 (Power to make orders as to court fees).	For the words "the Treasury from time to time "with the concurrence of the Lord Chancellor "may make orders" there shall be substituted the words "the Lord Chancellor from time to "time with the concurrence of the Treasury "may make orders."
S. 169 (Account of fees and fines).	For the words "as often as he shall be required "so to do by the Treasury and in such form "as the Treasury shall require" there shall be substituted the words "as often as he is required "by the Lord Chancellor with the concurrence "of the Treasury so to do and in such form as "the Lord Chancellor with the like concurrence "shall require."
S. 171 (Audit of registrars' accounts).	For the words "at such times as he may be "directed by the Treasury" there shall be substituted the words "at such times as he "may be directed by the Lord Chancellor."
S. 172 (Rules as to balances).	For the words "the Treasury shall from time to "time make such rules" there shall be substituted the words "the Lord Chancellor with "the concurrence of the Treasury shall from "time to time make such rules."
S. 183 (Registry of judgments).	For the words "under such regulations as the "Treasury shall appoint" there shall be substituted the words "under such regulations as "the Lord Chancellor shall prescribe," and for the words "such fees shall be charged to persons "desirous of inspecting the same as shall be "appointed by the Treasury" there shall be substituted the words "such fees shall be "charged to persons desirous of inspecting the "same as shall be fixed by the Lord Chancellor "with the concurrence of the Treasury."

THIRD SCHEDULE.

[Section 11.]

ENACTMENTS REPEALED.

Session and Chapter.	Short Title.	Extent of Repeal.
31 & 32 Vict. c. 71.	The County Courts Admiralty Jurisdiction Act, 1868.	Section seventeen.
46 & 47 Vict. c. 52.	The Bankruptcy Act, 1883.	Subsection (14) of section one hundred and twenty-two.
51 & 52 Vict. c. 43.	The County Courts Act, 1888.	Sections twenty-five, twenty-nine, and thirty, in section thirty-one the words from "Provided that" to the end of the section, in section thirty-three the words "whom the judge "shall be empowered to appoint "and" and the words from "provided that" to the words "dismissed by the judge," in section thirty-four the words "by the "successor of the high bailiff or by "the judge" and the words from "and such wages" to the end of the section, sections thirty-six, thirty-seven, thirty-eight and forty-four to forty-seven, and in section one hundred and fifty-four the words from "and the brokers" to the end of the section.
3 Edw. 7. c. 42.	The County Courts Act, 1903.	Section six.
9 & 10 Geo. 5. c. 73.	The County Courts Act, 1919.	Section fifteen from the beginning to the words "court and."

CHAPTER 18.

PREVENTION OF EVICTION ACT, 1924.

An Act to prevent unreasonable eviction of tenants. [14*th July*, 1924.

Be it enacted, etc. :—

1. *Amendment of* 13 & 14 *Geo.* 5, *c.* 32, *s.* 4, *ss.* (1).]—Paragraphs (iv) and (v) of subsection (1) of the section which by section four of the Rent and Mortgage Interest Restrictions Act, 1923 [10 & 11 Geo. 5, c. 17], is substituted for section five of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, are hereby repealed as respects pending as well as future proceedings, and the following paragraph shall be substituted therefor :

(iv) Where the dwelling-house is reasonably required by the landlord (not being a landlord who has become landlord by purchasing the dwelling-house or any interest therein after the fifth day of May, nineteen hundred and twenty-four) for occupation as a residence for himself or for any son or daughter of his over eighteen years of age and the court is satisfied, having regard to all the circumstances of the case, including any alternative accommodation available for the landlord or the tenant, that greater hardship would be caused by refusing to grant an order or judgment for possession than by granting it.

2. *Application of Act to pending proceedings.*]—(1) Where any order or judgment has been made or given before the passing of this Act but not executed, and in the opinion of the court the order or judgment would not have been made or given if this Act had been in force at the time when such order or judgment was made or given, the court, on application by the tenant, may rescind or vary the order or judgment in such manner and subject to such conditions as the court shall think fit for the purpose of giving effect to this Act.

(2) Where a landlord has, on or after the fifteenth day of April, nineteen hundred and twenty-four, taken possession of a dwelling-house under a judgment or order so rescinded as aforesaid, such possession shall not in any case exclude the dwelling-house from the operation of the Rent and Mortgage Interest (Restrictions) Acts, 1920 and 1923.

3. *Short title.*]—This Act may be cited as the Prevention of Eviction Act, 1924, and shall be construed as one with the Rent and Mortgage Interest (Restrictions) Acts, 1920 and 1923, and those Acts and this Act may be cited together as the Rent and Mortgage Interest (Restrictions) Acts, 1920 to 1924.

CHAPTER 19.

PACIFIC CABLE ACT, 1924.

An Act to extend the powers of the Pacific Cable Board. [14*th July*, 1924.

CHAPTER 20.

MARRIAGES VALIDITY (PROVISIONAL ORDERS) ACT, 1924.

An Act to amend the Provisional Order (Marriages) Act, 1905. [14*th July*, 1924.

Be it enacted, etc. :—

1. *Amendment of s.* 1 *of* 5 *Edw.* 7, *c.* 23.]—A Provisional Order made by a Secretary of State under section one of the Provisional Order (Marriages) Act, 1905, for the purpose of removing the invalidity or doubt as to the validity of any marriages, may include such supplemental, incidental and consequential provisions, including provisions for relieving from liability ministers who may have solemnized the marriages to which the order relates, as appear to him to be necessary or expedient.

2. *Short title and citation.*]—This Act may be cited as the Marriages Validity (Provisional Orders) Act, 1924, and the Provisional Order (Marriages) Act, 1905, and this Act may be cited together as the Marriages Validity (Provisional Orders) Acts, 1905 and 1924.

CHAPTER 21.

FINANCE ACT, 1924.

An Act to grant certain Duties of Customs and Inland Revenue (including Excise), to alter other Duties, and to amend the Law relating to Customs and Inland Revenue (including Excise) and the National Debt, and to make further provision in connection with Finance. [1*st August*, 1924.

Be it enacted, etc. :—

PART I.

CUSTOMS AND EXCISE.

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6. *Rate of entertainments duty, and further relief from duty for certain charitable entertainments.*]—(1) As from the second day of June, nineteen hundred and twenty-four, entertainments duty within the meaning of the Finance (New Duties) Act, 1916 [6 & 7 Geo. 5, c. 11], shall be charged at the rate set out in the Second Schedule to this Act.

(2) Where a person who has made a payment for admission to an entertainment subsequently on being admitted to another part of the place of entertainment makes a further payment for admission in respect of the same entertainment, there shall, for the purposes of entertainments duty, be deemed to have been one payment of an amount equal to the aggregate amount of the several payments.

(3) The provisions of this section shall have effect in relation to any payment made before the said second day of June for admission to an entertainment to be held on or after that date as if the payment had been made or after that date, and, where duty has been charged on any such payment at the rate in force before that date, the person by whom the duty was paid shall be entitled to repayment of the difference between the amount actually paid and the amount, if any, which would have been chargeable on the said payment if it had been made on or after that date.

(4) Notwithstanding anything in section one of the Finance (New Duties) Act, 1916, as amended by any subsequent enactment, entertainments duty shall not be charged on payments for admission to any entertainment where the Commissioners of Customs and Excise are satisfied that the entertainment has been promoted by a society or institution of a permanent character established or conducted solely or partly for philanthropic or charitable purposes, or by two or more such societies or institutions acting in combination, and that the whole of the net proceeds of the entertainment are devoted to philanthropic or charitable purposes, and the provisions in subsection (5) of section one of the Finance (New Duties) Act, 1916, which, as amended by subsection (2) of section thirteen of the Finance Act, 1922, require the repayment to the proprietor of an entertainment in certain cases of the amount of the entertainments duty paid in respect of the entertainment, shall have effect as if for the words "and that the whole "of the expenses of the entertainment do not exceed thirty per cent. of "the receipts" there were substituted the words "and that the whole of the "expenses of the entertainment do not exceed fifty per cent. of the receipts."

7. *Amendment of s. 11 of Finance Act, 1923.*]—Section eleven of the Finance Act, 1923 [13 & 14 Geo. 5, c. 14] (which gives relief from entertainments duty in the case of certain entertainments), shall be amended as follows:—

(1) Paragraph (*b*) of subsection (1) shall cease to have effect:

(2) The following shall be substituted for paragraph (*c*):—

"(*b*) That the entertainment consists solely of an exhibition—

(i) of the products of an industry, or of materials, machinery, appliances, or foodstuffs used in the production of those products, or displays of skill by workers in the industry in work pertaining to the industry; or

(ii) of works of graphic art, sculpture, and arts craftsmanship, or of one or more of such classes of works, executed and exhibited by persons who practise graphic art, sculpture, or arts craftsmanship for profit and as their main occupation, or of displays of skill by such persons in such arts or crafts; or

(iii) of articles or displays of skill which are of material interest in connection with questions relating to the public health;

or consists solely of such exhibitions or displays of skill, together with a performance of music by a band or an exhibition of work or displays of skill by children under the age of sixteen years or by young persons attending a school or other educational institution."

8. *Continuation of increased medicine duties.*]—The additional duties of excise imposed by section eleven of the Finance (No. 2) Act, 1915 [5 & 6 Geo. 5, c. 89], upon medicines liable to duty shall continue to be charged, levied and paid until the first day of August, nineteen hundred and twenty-five.

9. *Continuation of new import duties until 1st August, 1924.*]—The new import duties imposed by Part I of the Finance (No. 2) Act, 1915, shall, subject to the provisions of section eight of the Finance Act, 1919, continue to be charged, levied and paid until the first day of August, nineteen hundred and twenty-four.

* * * * * * * * *

12. *Annual value for the purpose of duty on excise licences.*]—(1) The annual value of any premises for the purpose of the duty on any excise licence charged by reference to the annual value shall be in Great Britain—

(*a*) the income tax value, if there is such a value applicable; and

(*b*) if there is no income tax value applicable, such amount as, in the opinion of the Commissioners of Customs and Excise, represents the annual rent which a free tenant might reasonably be expected, taking one year with another, to pay for the premises, if the tenant undertook to pay all usual tenant's rates and taxes, and tithe commutation rent-charge, if any, and if the landlord undertook to bear the cost of the repairs and insurance, and the other expenses, if any, necessary to maintain the premises in a state to command that rent.

For the purpose of this provision, the income tax value means the value adopted for the purpose of income tax under Schedule A of the Income Tax Act, 1918 [8 & 9 Geo. 5, c. 40], and the income tax value shall be deemed to be applicable if the premises to which a value is attached for the purpose of that tax correspond with the premises the annual value of which is required for the purpose of the charge of duty on the licence.

(2) In the case of premises to which the Valuation (Metropolis) Act, 1869 [32 & 33 Vict., c. 67], does not apply, the person applying for any such excise licence as aforesaid may, if the income tax value applicable to the premises is the amount of a rent paid for the premises, require the Commissioners of Customs and Excise to assess the annual value of the premises for the purposes of the duty to be charged on the licence as if there were no income tax value applicable.

(3) Any person dissatisfied with the annual value of any premises fixed by the said Commissioners under this section may appeal to the General Commissioners of Income Tax for the division in which the premises are situate, who shall hear the appeal and determine the annual value in accordance with the provisions of subsection (1) (*b*) of this section.

(4) The provisions of the Income Tax Acts relating to appeals against assessments to income tax under Schedule A, including the provisions relating to the statement of a case for the opinion of the High Court, shall, so far as they are applicable, apply to any such appeal, and any person nominated in that behalf by the Commissioners of Customs and Excise shall have the same powers at, and on the determination of, any such appeal as a surveyor of taxes has at, and on the determination of, an appeal under the provisions of the Income Tax Act, 1918, against an assessment to income tax under Schedule A.

(5) In this section the expression "free tenant" means a tenant who is not under any direct or indirect obligation of any kind to obtain a supply of intoxicating liquor from any person.

13. *Amendment as to methylated spirits.*]—(1) The Commissioners of Customs and Excise may by regulations prescribe what substances or combinations of substances are to be mixed with spirits for the purpose of methylation in the making of power methylated spirits, industrial methylated spirits and mineralised methylated spirits respectively, and the proportions in which those substances or combinations of substances are to be used, and any such regulations may make different provision with respect to different kinds of any of the classes of methylated spirits aforesaid.

(2) Section one hundred and twenty of the Spirits Act, 1880 [43 & 44 Vict., c. 24] (which provides that an authority to receive methylated spirits for use in any art or manufacture shall not be granted until the applicant has given certain security), shall have effect as though the security required to be given by the applicant included the requirement that he will observe such special conditions as the Commissioners of Customs and Excise may consider necessary for preventing the methylated spirits, or any product of the art or manufacture, being used as a beverage.

(3) Section one hundred and thirty of the Spirits Act, 1880 (which imposes a penalty on the preparation, sale or use of methylated spirits or methylic alcohol as a beverage or medicine for internal use), shall have effect as though the references therein to methylated spirits or methylic alcohol included references to mixtures containing methylated spirits or methylic alcohol.

(4) The expression "methylated spirits" in the Spirits Act, 1880, and in any other enactment amending that Act, means spirits methylated in accordance with the provisions of this section, and the expression "mineralised methylated spirits" in the Revenue Act, 1906 [6 Edw. 7, c. 20], means spirits methylated in such manner as may be required by regulations made under this section to be followed in the making of that class of methylated spirits.

* * * * * * * * *

18. *Amendments as to licences for mechanically-propelled vehicles.*]—(1) The holder of a licence taken out for a mechanically-propelled vehicle (including a licence charged with duty under paragraph (*a*) of subsection (2) of section fifteen of the Finance Act, 1922, but not including a licence for a tramcar) may at any time surrender the licence to the council of the county or county borough with which the vehicle is for the time being registered, or in the case of a licence charged with duty under the said paragraph (*a*) to the council of the county or county borough by which the licence was granted, and shall, subject to the payment, in the case of a licence in respect of a vehicle chargeable with duty under paragraph 1 of the Second Schedule to the Finance Act, 1920 [10 & 11 Geo. 5, c. 18], of a fee of five shillings, or, in the case of any other licence, of a fee of ten shillings, be entitled to be repaid by the council by way of rebate of the duty paid for the licence the following amount in respect of each complete month of the period of the currency of the licence which is unexpired at the date of the surrender:—

(*a*) in the case of a licence taken out for one quarter of the year only or for any less period, a sum equal to one-third of the duty chargeable on a quarterly licence for the vehicle;

(*b*) in the case of a licence of any other class, a sum equal to one-twelfth of the full annual duty chargeable on the licence.

(2) Where in pursuance of the proviso to subsection (2) of section fifteen of the Finance Act, 1922, a licence is taken out by a manufacturer, repairer or dealer for one quarter of the year only, the duty on the licence shall be twenty-seven and one-half per cent., instead of thirty per cent., of the full annual duty.

(3) No duty shall be payable under section thirteen of the Finance Act, 1920, as amended by any subsequent enactment, in respect of a mechanically propelled vehicle which is used exclusively on roads which are not repairable at the public expense.

(4) For the purposes of this section, the month of March shall be deemed to end on the twenty-fourth day of that month, and the month of April shall be deemed to begin on the twenty-fifth day of March, and in making repayments under this section or under paragraph 6 of the Second Schedule to the Finance Act, 1920, fractions of a penny shall be disregarded.

(5) This section shall come into operation on the first day of January, nineteen hundred and twenty-five.

PART II.

INCOME TAX AND INHABITED HOUSE DUTY.

19. *Income tax and super-tax for 1924-25.*]—(1) Income tax for the year 1924-25 shall be charged at the rate of four shillings and sixpence, and the rates of super-tax for that year shall, for the purposes of section four of the Income Tax Act, 1918, as amended by the Finance Act, 1920, be the same as those for the year 1923-24.

of arrangement or otherwise." Upon execution of the deed, five bankruptcy notices against the debtor were withdrawn, the deed containing a full list of the debtor's liabilities and assets, and making provision that the trustees of the deed should be entitled to receive the assets and part of the debtor's income for the benefit of the creditors. Subsequently several of the creditors, including S, a creditor for £1,000, signed letters to the debtor, all being in the same form, which referred to the deed "which I understand you do not intend to register as a deed of arrangement," and continued: "I hereby agree that so long as you comply with the terms of such agreement I will not . . . bring or prosecute any action or legal proceedings whatever against you or against your estate or effects in respect of any scheduled debt, nor will I . . . attempt to set aside such agreement." S agreed to hand over the letter signed by him to the debtor upon the latter obtaining and delivering to him a bill of exchange for £300. This was done, but the bill was dishonoured on presentation. The letter was not handed over, owing to the debtor not having paid to S an agreed sum for costs, and the debtor then took proceedings for a declaration that he was entitled to delivery of the letter. S then issued a bankruptcy notice against the debtor, but the registrar, while questioning the propriety of the whole transaction, thought that S had entered into the agreement in consideration of the giving of the promissory note, and that he was bound by the agreement. He therefore dismissed the notice.

Held, on appeal, that the deed of arrangement being invalid to the knowledge of all parties to it, for want of registration, was not binding upon S, and that it being difficult to read into the letter a definite representation that the creditors would not take any future action against the debtor, S was not estopped from issuing the notice.—*Re* A BANKRUPTCY NOTICE, *C.A.*, 458.

2. *Fraudulent Preference—Payment by Debtor in Favour of "Creditor or of Person in Trust for Creditor"—Bankruptcy Act*, 1914, 4 & 5 *Geo.* 5, *c.* 59, *s.* 44.—A trustee in bankruptcy can recover payments constituting a fraudulent preference, although s. 44 of the Bankruptcy Act, 1914, gives him no express power to do so.

When an agent in the ordinary course of his employment has received payment of a debt for the use of his principal, and in good faith has paid the money over to his principal in the belief that the payment was a good and valid payment, then the money cannot be recovered from the agent, although it should turn out that in fact the payment constituted a fraudulent preference.—*Re* MORANT & CO., *Lawrence, J.*, 140; 1924, 1 Ch. 79.

3. *Fraudulent Preference—Pressure—Payment out of Ordinary Course of Business—Stockbroker—Sale of Shares—Payment to Client before Transfer.*—Certain stockbrokers within a fortnight of a receiving order being made against them sold shares for a client and paid the proceeds to him before the transfer was executed. The sale was effected by what is called "a put through" by which a jobber lends his name as purchaser, but no money is paid.

Held, that the payment was made without pressure and was a fraudulent preference.—*Re* ELLIS & CO., *Astbury, J.*, 478.

4. *Order and Disposition—Possession by Bankrupt in His Trade or Business—Reputed Ownership—Consent of Owner—Bankruptcy Act*, 1914, 4 & 5 *Geo.* 5, *c.* 59, *s.* 38 (c).—A receiving order in bankruptcy was made against the purchaser of a motor car, after he had paid two of the instalments due under the terms of a hire-purchase agreement. The motor car was bought for pleasure purposes, but, in fact, though unknown to the vendor, it was from time to time used in the purchaser's business. By a clause in the agreement it was provided (*inter alia*) that if a receiving order were to be made against the purchaser, the vendor should be entitled to re-take possession of it. The trustee in bankruptcy retained the car on behalf of the creditors, and the vendor commenced proceedings for the return of it, or its value.

Held, that the car was not within the order and disposition of the bankrupt under s. 38 (c) of the Bankruptcy Act, 1914, that it was not being used in his business within the Act, and that the vendor had not, in the circumstances, parted with possession of it; and that he was entitled to succeed in the action.—LAMB *v.* WRIGHT & CO., *K.B.D.*, 479; 1924, 1 K.B. 857.

5. *Partnership—Partners Deposit Securities to secure Debt of Firm—Subsequent Guarantee to same Creditor by same Partners—Firm's and Partners' Estates wound up as if in Bankruptcy—Deficiency—Proof against Firm—Proof against Partners' Separate Estates in respect of Guarantee—Proofs Admitted without bringing Securities into Account—Bankruptcy Act*, 1914, 4 & 5 *Geo.* 5, *c.* 59, *s.* 167; *Second Sched., r.* 12.—Two partners in a firm, M & K, deposited certain securities, to the value of £27,000, with the District Bank, Limited, in order to secure the debts of the firm. Later, the two partners respectively and severally gave guarantees to the bank for the purpose of guaranteeing the total sum to be advanced by the bank to the firm, a term in the guarantee being that each partner's liability was to be limited to £15,000. Under a deed of arrangement, the firm and the estates of its partners were to be wound up as if in bankruptcy, and the bank proved for their debt against the firm, bringing into account the securities they held in respect of it, but they also claimed to prove against the estates of M and K in the sum of £15,000 each. The state of the assets showed that the full claim of the bank, for about £67,000, would not be satisfied, there being a deficiency both in respect of the firm and of the partners' estates. The trustee of the deed of arrangement contended that the proofs against the estates of M and K for £15,000 each ought only to be admitted upon the bank bringing into account the securities deposited by them for the purpose of securing the firm's debt.

Held, that the liability of the firm and of M and K were separate entities. By s. 167 of the Bankruptcy Act, 1914, a secured creditor is a person holding a security "for a debt due to him from the debtor"; therefore, in proving for the two sums of £15,000, the securities deposited were not in respect of debts due from the two debtors, M and K, and the proofs should be admitted against them without accounting for securities held in respect of a debt due from the firm.

In re Turner; ex parte West Riding Union Banking Co., 30 W.R. 239; 19 Ch. D. 105, distinguished.—*Re* DUTTON MASSEY & CO., *C.A.*, 536.

6. *Proof—Amount of Admission by Trustee—Reduction of Amount of Proof—Overpayment—Adjustment—Bankruptcy Act*, 1914, 4 & 5 *Geo.* 5, *c.* 59, *Sched.* 11, *r.* 24.—Where a dividend has been paid on a proof admitted by the trustee in bankruptcy and the amount of such proof is subsequently reduced, the applicant is entitled to dividend on the reduced amount only, and the trustee in bankruptcy is at liberty to set off the amount overpaid as a dividend on the larger amount originally admitted against any future dividend which may become payable.

Ex parte Harper, 1882, 21 Ch. D. 53, distinguished and explained.—*Re* SEARLE, HOARE & CO., *Lawrence, J.*, 755.

7. *Public Examination—Service of Order for—Last Known Address—"Gone Away"—Warrant for Arrest—Bankruptcy Act*, 1914, 4 & 5 *Geo.* 5, *c.* 59, *s.* 23, *s-s.* 1 (d), *s.* 146.—*Bankruptcy Rules*, 1915, *rr.* 90, 193.—If an order is served in a registered letter sent in accordance with the provisions of the Bankruptcy Act, 1914, s. 146, and r. 90 made thereunder, it is not necessary that the registered letter should reach the debtor in order to effect a good service.

Re McGrath, 1890, 24 Q.B.D. 466, extended to a case where the letter was returned marked "gone away."—*Re* LEVY, *Bankruptcy*, 419.

BILL OF EXCHANGE:—

Indorsement—Delivery to Drawer—Subsequent Indorsement by Drawer—Drawer's Rights against Indorser—Bills of Exchange Act, 1882, 45 & 46 *Vict.*, *c.* 61, *s.* 20.—Where a bill of exchange is incomplete by reason of the payee's name not being inserted, the drawer has authority under s. 20 of the Bills of Exchange Act, 1882, to fill in his own name as payee, and when so filled up the bill becomes retrospectively enforceable as if it had been complete throughout.

But, *semble*, it is not necessary to resort to s. 20, for a bill expressed to be payable to the drawer's order must be read as payable to the drawer himself if he chooses to demand payment.—MACDONALD & CO. *v.* NASH & CO., *H.L.*, 594.

And see Deed of Arrangement.

BILL OF SALE:—

Registration—Sale of Growing Crops—"Personal Chattels"—"Transfer of Goods in Ordinary Course of Business"—Exception from Registration—Validity of Sale against Creditors under Deed of Assignment—Bills of Sale Act, 1878, 41 & 42 *Vict.*, *c.* 31, *s.* 4.—A farmer sold his growing crop of potatoes in the ordinary course of business under a written contract of sale. It was not registered as a bill of sale. Subsequently, but before the potatoes were lifted, he entered into a deed of arrangement for the benefit of his creditors.

Held, that though "personal chattels" in the Bills of Sale Act, 1878, s. 4, were defined as including growing crops, such crops were also "goods" within the Act, and the sale came within the exception of "transfers of goods in the ordinary course of business of a trade or calling" and therefore was valid against subsequent creditors.

Tennant v. *Howatson*, 13 App. Cas. 489, not followed.

Decision of Shearman, J. (*ante*, p. 370) reversed.—STEPHENSON *v.* THOMPSON, *C.A.*, 536.

BURIAL GROUND :—

"Disused Burial Ground"—Land Conveyed to Burial Authority—To be Held "According to the True Intent and Meaning" of the Burial Acts—Useless for Burial Ground—Exchange—Power to Convey Free from Restrictions on Building—Burial Act, 1852, 15 & 16 *Vict.*, *c.* 85, *s.* 28—*Metropolitan Open Spaces Act*, 1881, 44 & 45 *Vict.*, *c.* 34, *s.* 1—*Disused Burial Grounds Act*, 1884, 47 & 48 *Vict.*, *c.* 72, *ss.* 2, 3, *and* 5—*Open Spaces Act*, 1887, 50 & 51 *Vict.*, *c.* 32, *ss.* 2, 4, *and the Schedule—Local Government Act*, 1894, 56 & 57 *Vict.*, *c.* 73, *s.* 8, *s-s.* (2).—The setting apart for interments referred to in the definition of "burial ground" in the Metropolitan Open Spaces Act, 1881, as amended by the Open Spaces Act, 1887, means an actual physical setting apart, and is not complete by the mere conveyance of the land for burial purposes without any further act of consecration or actual burial therein.

Where on a conveyance of land for such a purpose without money payment therefor to a council, the council enter into a covenant to redeem certain tithe rent-charges, such land is deemed to be "purchased" and comes within s. 28 of the Burial Act, 1852, so that the council can exchange it and convey it back to the vendor free of any restrictions on building.—NICHOLL *v.* LLANTWIT MAJOR PARISH COUNCIL, *Tomlin*, *J.*, 718; 1924, 2 Ch. 214.

CANADA :—

1. Bona Vacantia—*Whether belonging to Dominion or Province—"Royalties"*—Jura regalia—*North America Act*, 1867, 30 & 31 *Vict.*, *c.* 3, *ss.* 102, 109.—The word "royalties" in s. 109 of the North America Act, 1867, must be construed in its ordinary and natural sense as the English equivalent in *jura regalia* and its scope is not limited by its association with the words "lands, mines and minerals." *Bona vacantia*, therefore fall within the meaning of that term, and consequently belong to the Provinces and not to the Dominion of Canada.

Attorney-General of Ontario v. *Mercer*, 8 App. Cas. 767, applied.—REX *v.* ATTORNEY-GENERAL FOR BRITISH COLUMBIA, *P.C.*, 138; 1924, A.C. 213.

2. *British Columbia—Powers of Provincial Legislature—Licences—Condition that no Japanese be Employed—Legislation* Ultra Vires.—In 1921 the Legislature of British Columbia passed an Act which in effect declared the validity of certain restrictions on the employment of Japanese labour.

Held, that the Act was *ultra vires*, being contrary to a treaty with Japan, and in conflict with the British North America Act, 1867.

Brooks-Bidlake and Whittal v. *Attorney-General for British Columbia*, 67 SOL. J., 333; 1923, A.C. 450, distinguished.—ATTORNEY-GENERAL OF BRITISH COLUMBIA *v.* ATTORNEY-GENERAL OF CANADA, *P.C.*, 79; 1924, A.C. 203.

3. *Legislative Authority—Reciprocal Insurance*—Ultra Vires *—Reciprocal Insurance Act*, 1922.—The Parliament of Canada cannot by purporting to create penal sanctions appropriate to itself exclusively a field of jurisdiction in which apart from such procedure it could exert no legal authority, and if its legislation though in form criminal is found, for purposes exclusively within the Province, to deal with matters committed to the Provinces, it cannot be upheld as valid.

Attorney-General for Canada v. *Attorney-General for Alberta*, 1916, 1 A.C. 588, applied.—ATTORNEY-GENERAL OF ONTARIO *v.* RECIPROCAL INSURERS, *P.C.*, 383; 1924, A.C. 328.

4. *Sale of Liquor—Goods consigned to one of the Provinces—Power of Dominion Parliament to impose Duties—British North America Act*, 1867, 31 & 32 *Vict.*, *c.* 3.—The Parliament of the Dominion of Canada has power under the British North America Act, 1867, to impose customs or excise duties on goods when they enter the Dominion, although they are the property of one of the Provinces.—ATTORNEY-GENERAL OF BRITISH COLUMBIA *v.* ATTORNEY-GENERAL OF CANADA, *P.C.*, 58; 1924, A.C. 222.

CHARITY :—

1. *Charitable Bequest—Gift for Particular Purpose—Partial Failure of Purpose—Surplus Fund—Cy près not Applied.*—A testator bequeathed to the plaintiffs a sum of £5,000 Consols for the purpose of continuing and publishing an etymological dictionary. After the work was completed there remained in the hands of the plaintiffs a surplus.

Held, that as the particular purpose of the charitable bequest had partially failed and there was no general charitable intention implied by the will, the surplus resulted to the residuary legatees.—*Re* STANFORD, *Eve*, *J.*, 59; 1924, 1 Ch. 73.

2. *Will—Bequest of Residue—"Patriotic Purposes or Objects"—Not a Good Charitable Gift.*—A testator by his will directed his trustees to apply one-fifth of his residuary estate "for such patriotic purposes or objects and such charitable institution or institutions or charitable object or objects in the British Empire" as the trustees might in their absolute discretion select.

Held, that the words of the gift must be read disjunctively, that the expression "patriotic purposes" was vague and uncertain, and therefore the bequest was void for uncertainty.

Houston v. *Burns*, 1918, A.C. 337, followed.—ATTORNEY-GENERAL *v.* NATIONAL PROVINCIAL, &C., BANK, *H.L.*, 235; 1924, A.C. 262.

And see Will.

CHILDREN :—

Offence—Probation—Breach of Recognizance in Different Locality—Sent to Industrial School—Place of Residence—Liability of Local Authority for Maintenance—Probation of Offenders Act, 1907, 7 *Edw.* 7, *c.* 17, *ss.* 1, 6 (5)—*Children Act*, 1908, 8 *Edw.* 7, *c.* 67, *ss.* 58, 74 (1), (2), (3), (7).—By s. 74 of the Children Act, 1908, it is provided that where a youthful offender or a child is ordered to be sent to a certified reformatory school, the local authority of the district in which he resides must provide for his maintenance in the school, and that for the purposes of these provisions a child shall be presumed to reside in the place where the offence was committed, or the circumstances which rendered him liable to be sent to a certified school occurred, unless it is proved that he resided in some other place.

A child committed larceny at the town of B, and a probation order was made against him. He subsequently went to reside with his parents in L, and, while there, committed a breach of the conditions of probation by stealing £1 from his mother. Thereupon an order was made under which he was sent to an industrial school. Proceedings were commenced to determine the place of residence of the child for the purpose of ascertaining whether the local education authority at B or that in L was liable for his maintenance.

Held, that the circumstances in s. 74 which rendered a child liable to be sent to a certified school were those set out in s. 58 (1), and that the breach of the conditions of probation was, therefore, not one of those circumstances; and that the place of residence was the place where the offence was committed which made the child a youthful offender, *i.e.*, the original offence.—LONDON COUNTY COUNCIL *v.* BIRMINGHAM, *K.B.D.*, 209; 1924, 1 K.B. 248.

COAL MINE :—

Refuge Holes and Bore Holes—Non-compliance with Provisions as to Safety—Penalties—Conviction of Manager—Omission to Convict Company also—Coal Mines Act, 1911, 1 & 2 *Geo.* 5, *c.* 50, *ss.* 44, 68, 75, 101, 102.—Separate informations were preferred against a colliery company and its manager for non-compliance with certain statutory provisions for safety enacted by ss. 44 and 68 of the Coal Mines Act, 1911. The manager admitted full responsibility and the justices imposed a penalty upon him and dismissed the informations against the company. A case was stated for the decision of the court as to whether the justices were entitled to dismiss the informations against the company.

Held, that the offences not being of a trivial nature, the justices, in view of ss. 75 and 102 of the Act of 1911, were not entitled to dismiss the informations against the company and that the case must be remitted to them with a direction to convict.—WING *v.* DENT MAIN COLLIERY, *K.B.D.*, 793.

COLONY :—

Public Authority—Exercise of Statutory Powers—Obligation to take Reasonable Care—Negligence—Agents.—The Government of South Australia may be made liable for loss occasioned by the negligence or want of reasonable care of their servants and agents in the execution of the duties of the Government under the Wheat Harvest Acts, 1915-17, of South Australia.—WELDEN *v.* SMITH, *P.C.*, 339; 1924, A.C. 484.

COMPANY :—

1. *Accounts—Profit and Loss Account Debit—Right to divide Profits subsequently earned—Goodwill written down out of Profits—Restoring Goodwill to Balance Sheet.*—A company can distribute in dividend the profits of one year without first discharging thereout the losses of the previous year.

Ammonia Soda Company, Ltd. v. *Chamberlain*, 1918, 1 Ch. 266, followed.

A company can treat as profits available for dividend any profits originally applied in writing off or down the book value of the company's assets and subsequently written back.—STAPLEY *v.* READ BROS., *Russell*, *J.*, 519; 1924, 2 Ch. 1.

2. *Contract—Prospectus of Issue of Deposit Notes—Statements of Prospectus not embodied in Notes—Company bound by Prospectus—Collateral Contract.*—Where a company has issued

a prospectus inviting applications for an issue of interest-bearing deposit notes, the notes will be deemed to be issued in accordance with the terms of the prospectus. The company will therefore be bound to observe statements made in the prospectus, although those statements do not appear in the notes themselves, the contracts being collateral contracts to be construed together.

Decision of P. O. Lawrence, J., affirmed.—JACOBS *v.* BATAVIA PLANTATIONS TRUST, *C.A.*, 630 ; 1924, 1 Ch. 287.

3. *Directors—Infringement of Patent—Liability of Directors.*—The existence of the relationship of principal and agent between the directors of a company and the company itself cannot be inferred from the fact that the directors are the sole shareholders of the company.

Salomon v. *Salomon & Co.*, 1897, A.C. 22 (a case of contract), and *Rainham Chemical Works* v. *Belvedere FishGuano Company*, 1921, 2 A.C. 465 (a case of tort), followed.—BRITISH THOMSON-HOUSTON CO. *v.* STERLING ACCESSORIES, *Tomlin*, *J.*, 595 ; 1924, 2 Ch. 331.

4. *Income Tax—Company Incorporated in England—Registered Office in London—Business entirely carried on in Sweden—London Office only Receiving Profits due to English Shareholders—Liability to Tax—Income Tax Act*, 1918, 8 & 9 *Geo.* 5, *c.* 40, *Sched. D, Case* 5.—The Swedish Central Railway Co. was registered in 1870, with an office in London, to construct and work, or lease a railway in Sweden. In 1900 the company leased the railway to a Swedish company for fifty years at a rent of £35,000, to be paid to the company in England. Subsequently, the articles were altered, so as to remove the entire control and management of the railway to a head office in Sweden, and in 1920 the holding of meetings of the company in London was discontinued, an English committee being appointed by the directors in Sweden for the purpose of registering transfers of shares in England, and paying dividends due to English shareholders, etc. Since 1920 the annual rent under the lease was paid in Sweden, all meetings were held and all dividends declared there ; only the sum due to English shareholders being remitted to England for distribution by the committee. Upon an assessment of the company to English income tax under Case 5 of Schedule D of the Act of 1918,

Held, by Sir Ernest Pollock, M.R., and Warrington, L.J. (Atkin, L.J., dissenting), affirming the decision of Rowlatt, J., that though the company might have a dual residence, a residence in England and a residence in Sweden, yet, having a registered office in London, and transacting business here, it was liable to English income tax. Atkin, L.J., dissenting, thought that, for tax purpose, the place where the company's business was managed and carried on was its only residence.—SWEDISH CENTRAL RAILWAY *v.* THOMPSON, *C.A.*, 575.

5. *Mortgage or Charge to Secure Bank Overdraft—"Demise" of Land and Chattels—Registration—Charge on Chattels not Mentioned in Particulars—Registrar's Certificate of Due Registration—Effect—Floating Charge—Registration as a Bill of Sale—Companies (Consolidation) Act*, 1908, 8 *Edw.* 7, *c.* 69, *s.* 93.—Where a deed given by a limited company to a bank in respect of an overdraft shewed an intention to create a charge on the undertaking and assets of the company, including "plant used in or about the premises" of the company, and the deed was registered under s. 93 of the Companies Act, 1908, but the particulars sent to the registrar referred only to the deed, and did not specify the chattels.

Held (1) that the deed must be construed as an equitable charge on the undertaking and property (including chattels) of the company ; (2) that the certificate of the registrar was conclusive of its due registration as such, and it was sufficient that the chattels were specified in the deed ; and (3) that motor lorries seized by the sheriff were "plant used in or about the premises" within the meaning of the deed.—NATIONAL PROVINCIAL BANK *v.* CHARNLEY, *C.A.*, 480 ; 1924, 1 K.B. 431.

6. *Promoter—Sale to Company—Allotment of Shares—Secret Profit—No Statement in Lieu of Prospectus—Existence of Company.*—A promoter made a secret profit out of the shares allotted to him by the company. His defence (*inter alia*) to a misfeasance summons was that the shares were allotted before any statement in lieu of a prospectus was filed under s. 82 of the Companies (Consolidation) Act, 1908, so that the allotment was void.

Held, that whether or not the allotment was void the promoter had in fact made a secret profit out of the shares for which he was accountable to the liquidator.—OFFICIAL RECEIVER OF JUBILEE COTTON MILLS *v.* LEWIS, *H.L.*, 603.

7. *Reduction of Capital—Petition for—Form of Minute for Registration—Companies (Consolidation) Act*, 1908, 8 *Edw.* 7, *c.* 69, *ss.* 46-51.—Where a petition for reduction of capital does not involve and is not followed by any sub-division, consolidation or reorganization of share capital, the old form of minute used in cases of simple reduction is correct, and it is not necessary to state that the capital has been reduced by virtue of a special resolution, and with the sanction of an order of the High Court of Justice.

Re North Pole Ice Co., Ltd. and Reduced, 1924, W.N. 131, explained.—*Re* DAMPNEY & Co., *Romer*, *J.*, 718.

8. *Scheme of Arrangement—Companies (Consolidation) Act*, 1908, 8 *Edw.* 7, *c.* 69, *ss.* 120, 192.—Section 192 (3) of the Companies (Consolidation) Act, 1908, is sufficiently complied with by the sending of notices to the liquidator at the company's offices, although the question of whether the company is or is not to go into liquidation is to depend upon the number of dissentients, and the liquidator accordingly will not in fact come into existence until after that number has been ascertained.—*Re* NEEDHAMS, *Tomlin*, *J.*, 236.

9. *Scheme of Arrangement—Notice of Meetings—Inadvertent Omission to Advertise—Receipt of Notices by Thirty out of Thirty-one Shareholders—Companies (Consolidation) Act*, 1908, 8 *Edw.* 7, *c.* 69, *s.* 120.—Where there was an inadvertent omission to advertise a scheme of arrangement under s. 120 of the Companies (Consolidation) Act, 1908, but it was satisfactorily proved that thirty out of thirty-one shareholders of the company had received the notices, the court held that the meetings had in substance been held in manner prescribed and did not insist on further meetings being convened.—*Re* ANGLO-SPANISH TARTAR REFINERIES, *Romer*, *J.*, 738.

10. *Statutory Company—Powers—Power Incidental to Statutory Objects—Manufacture of Caustic Soda by Gas Company*—Ultra vires—*Gas Light and Coke Company Act*, 1876, *s.* 64.—A gas company which had for years purchased caustic soda for the treatment of residuals proposed for economical reasons to make it themselves, but only for their own purposes. In an action to restrain the manufacture as being *ultra vires* the company,

Held, that the manufacture was incidental to one of the objects of the company, that it was not a separate business, and therefore it was not *ultra vires*.—DEUCHAR *v.* GAS LIGHT AND COKE COMPANY, *Astbury*, *J.*, 384 ; 1924, 1 Ch. 422.

11. *Winding Up—Ground for—No Confidence in Management—"Just and Equitable"*—Ejusdem generis *Doctrine.*—The jurisdiction to wind up a company on the just and equitable ground is not confined to cases *ejusdem generis* as those enumerated in the previous sub-sections of s. 127 of the Barbados Companies Act, which is identical with s. 129 of the Companies (Consolidation) Act, 1908.—LOCH *v.* JOHN BLACKWOOD, *P.C.*, 735.

And see Revenue.

CONFLICT OF LAWS :—

Will in English Form—Domicil in France—Movables—Construction—Residuary Bequest or Intestacy.—A will of movables must be construed according to the law of the testator's domicil at the time of his death, unless the testator indicates that the will was intended to take effect with reference to the law of some other country.—*Re* CUNNINGTON, *Eve*, *J.*, 118 ; 1924, 1 Ch. 68.

CONSPIRACY :—

Agreement to Employ Members of a certain Trade Union only—Combination by Employers and Trade Union.—A person can suffer damage by a refusal to employ him unless he has a card, and yet he may not have suffered such an invasion of his *primâ facie* right to seek and obtain employment as to amount to a legal injury.

In *Quinn* v. *Leatham*, 1901, A.C. 495, the agreement was directed against particular individuals, while here there was no desire to inflict loss on particular individuals, but a desire to advance the business interests of the employers.—REYNOLDS *v.* SHIPPING FEDERATION, *Sargant*, *J.*, 61 ; 1924, 1 Ch. 28.

CONTRACT :—

Procuring Breach—Justification—Trades Disputes Act, 1906, 6 *Edw.* 7, *c.* 47, *ss.* 3 *and* 5.—Interference with contractual rights by a protection committee representing various actors' associations, for the purpose of preventing an actor-manager from employing chorus girls at so low a wage that it was practically impossible for them to live decently, by inducing theatre owners either to break their contracts with or to refuse to enter into contracts with such theatrical manager.

Held to be justified.

The principles upon which such interference is held justified, as laid down in *Glamorgan Coal Co.* v. *South Wales Miners' Federation*, 1903, 2 K.B. 545, applied.—BRIMELOW *v.* CASSON, *Russell*, *J.*, 275 ; 1924, 1 Ch. 302.

COPYRIGHT :—

1. *Compilation—Abridgment—Selected Passages from Old Book—Notes—Infringement.*—The appellants published a book, entitled "Plutarch's Life of Alexander," edited for schools,

consisting of passages selected from North's translation, with notes. The respondents issued a similar work on the same lines, with notes in many instances copied from the appellants' book. In an action by the appellants for infringement of their copyright,

Held, that there was nothing in the text of the appellants' book to entitle them to the copyright of it, but that they were entitled to copyright in the notes. It is not the law that a publication the text of which consists merely of a reprint of passages from another work can never be entitled to copyright. —MACMILLAN & Co. *v.* COOPER, *P.C.*, 235.

2. *Meaning of "To Authorize"—Unauthorized Sale—Copyright Act*, 1911, 1 & 2 *Geo.* 5, *c.* 46, *s.* 1 (2).—To sell the rights in relation to a MS. to another with the view to its production, it being in fact produced as a result of such sale, is "to authorize" the printing and publication within s. 1 (2) of the Copyright Act, 1911, and it is not necessary that there shall be an actual sanction of the acts being done by the servant or agent of the persons affecting to give the authority on his behalf.

Monckton v. *Pathé Frères Pathephone, Ltd.*, 1914, 1 K.B. 395, applied.

EVANS *v.* HULTON & Co., Tomlin, J., 616.

3. *Music—Equitable Assignment—Action by Assignee for Infringement—Non-joinder of Assignor—Copyright Act*, 1911, 1 & 2 *Geo.* 5, *c.* 46, *ss.* 5, 6—*Trade Union—Society for Protecting Rights of Members—Trade Union Act*, 1913, 2 & 3 *Geo.* 5, *c.* 30, *ss.* 1, 2.—The plaintiff society was registered as a limited company. It was formed with the object of protecting its members' copyright and performing rights in their musical, literary and dramatic works. The membership of the society was limited to composers, authors, publishers and owners of such works. The members assigned their interest in the performing rights to the society, who thus had the sole right to license the performance of such works. No restrictive conditions were imposed on the business or trade of the members. The society were equitable assignees of the performing rights of two songs, which, without their consent, were performed in a hall belonging to the defendants. In an action for infringement of copyright,

Held, that the plaintiffs as equitable assignees were not entitled to maintain the action without joining the assignors as parties.

Held, also, that the society was not a trade union within the meaning of the Trade Union Acts and therefore its registration as a company was not void.—PERFORMING RIGHT SOCIETY *v.* LONDON THEATRE OF VARIETIES, *H.L.*, 99 ; 1924, A.C. 1.

4. *Musical Works—Infringement—Performance at Dancing Hall—Authorization—Lessee of Hall—Control over Hired Orchestra—Copyright Act*, 1911, 1 & 2 *Geo.* 5, *c.* 46, *ss.* 1, 2.—The liability of a master in respect of infringements by his servant of copyright under s. 2 (1) of the Copyright Act, 1911, is not confined to cases of infringement actually authorized by the master ; and the provisions of s. 2 (1) are not cut down in that respect by the provisions of s. 1 (2) of that statute.

Observations on the distinction between a servant and an independent contractor.—PERFORMING RIGHT SOCIETY *v.* MITCHELL & BOOKER, *K.B.D.*, 539 ; 1924, 1 K.B. 762.

5. *Musical Works—Infringement—Performance at Theatre—Authorization—Lessee of Theatre—Licensee—Right to authorize Performance—"Permission" to use Theatre for Performance—Copyright Act*, 1911, 1 & 2 *Geo.* 5, *c.* 46, *s.* 1, *s-s.* 2 ; *s.* 2, *s-s.* 1, 3.—By s. 1, s-s. 2, and s. 2, s-s. 1 of the Copyright Act, 1911, a person who, without the consent of the owner of the copyright, authorizes the performance in public of a musical work the subject-matter of the copyright is deemed to infringe the copyright. Section 2, s-s. 3, provides that "copyright in a work shall also be deemed to be infringed by any person who for his private profit permits a theatre or other place of entertainment to be used for the performance in public of the work without the consent of the owner of the copyright, unless he was not aware, or had no reasonable ground for suspecting, that the performance would be an infringement of copyright." The plaintiffs were the owners of the copyright in certain musical works, and the defendant was the licensee under the Lord Chamberlain of a theatre, and was also the managing director of the defendant syndicate who were the lessees of, and producers of plays at the theatre. The defendant as agent of the lessees, the defendant syndicate, appointed for remuneration an orchestra to supply music at the theatre during the performances. The defendant F had power to prevent the orchestra from playing any particular piece of music. During the absence of the defendant abroad, the orchestra, at performances of a play, played certain musical works, the copyright of which belonged to the plaintiffs. The band were neither the agents nor the servants of the defendant F. The band were paid by the syndicate of which the defendant F was the managing director. There was no evidence that the defendant F knew or had reason to expect that the band were likely to perform anything which might be an infringement of a copyright work.

Held, that since there was no evidence from which it could be held or inferred that the defendant F had "authorized" or "permitted" the performance of the musical pieces in question, the defendant could not be held to have infringed the plaintiffs' copyright within the meaning of s. 2, s-s. 1 of the Copyright Act, 1911.

Decision of Rowlatt, J., 1923, 2 K.B. 146, reversed.—PERFORMING RIGHTS SOCIETY *v.* CIRYL THEATRICAL SYNDICATE, *C.A.*, 83 ; 1924, 1 K.B. 1.

CORPORATION :—

Statutory Powers—Power to Charge Tolls—River Navigation—Contract not to Exercise Powers—Fetter—Ultra vires——Estoppel—Undue Preference.—A body charged with statutory powers for public purposes cannot divest itself of those powers or fetter itself in the exercise of them.

Ayr Harbour Trustees v. *Oswald*, 1883, 8 App. Cas, 623, applied. Quære whether it can be contended in the Chancery Division that agreements made by bodies charged with statutory powers for public purposes are void if they give an undue preference under the Railway and Canal Traffic Act, 1854.—YORK CORPORATION *v.* HENRY LEATHAM & SONS, *Russell, J.*, 459 ; 1924, 1 Ch. 557.

And see Revenue.

COSTS :—

1. *Application to Set Aside Judgment—Discretion of Judge as to Costs—"Costs Thrown Away"—What Costs Included—Costs of Bankruptcy Proceedings.*—Where an order is made setting aside a judgment upon payment into court of a specified sum and upon payment of all costs thrown away, the general words "all costs thrown away" cover the costs of execution and of garnishee proceedings, but not the costs of bankruptcy proceedings. If the costs of the bankruptcy proceedings are to be paid there must be a specific order to that effect.—ANDROMEDA *v.* HOLME, *C.A.*, 119.

2. *Security for Costs—Action in England by Person Resident in Irish Free State—Judgments Extension Act*, 1868, 31 & 32 *Vict.*, *c.* 54, *s.* 1—*Government of Ireland Act*, 1920, 10 & 11 *Geo.* 5, *c.* 67, *s.* 41—*Irish Free State (Consequential Provisions) Act*, 1922, 13 *Geo.* 5, *c.* 2, *Sess.* 2, 1922, *s.* 1.—By s. 1 of the Judgments Extension Act, 1868, a judgment which had been obtained in England could be enforced in Ireland and *vice versâ*. By s. 41, s-s. (3), of the Government of Ireland Act, 1920, it was provided that the Judgments Extension Act, 1868, should apply to the registration and enforcement in the Supreme Courts of Southern Ireland and Northern Ireland of judgments obtained or entered up in the Supreme Courts of Northern Ireland and Southern Ireland in like manner as it applied to registration of judgments obtained in the Supreme Court of England. By s. 1 of the Irish Free State (Consequential Provisions) Act, 1922, which received the Royal Assent on 5th December, 1922, it was enacted that the Government of Ireland Act, 1920, should cease to apply to any part of Ireland other than Northern Ireland.

Held, that, since by virtue of s. 1 of the Irish Free State (Consequential Provisions) Act, 1922, the Government of Ireland Act, 1920, had ceased to operate in Southern Ireland, the Judgments Extension Act, 1868, which owed its application to Ireland to the Act of 1920, had also ceased to operate in Southern Ireland, and a plaintiff, resident in the Irish Free State, suing in the English courts, may be ordered to give security for costs.—WAKELY *v.* TRIUMPH CYCLE CO., *C.A.*, 117 ; 1924, 1 K.B. 214.

And see Crown, Husband and Wife.

COUNTY COURT :—

Practice—Trial With or Without Jury—Judicial Discretion—Administration of Justice Act, 1920, 10 & 11 *Geo.* 5, *c.* 81, *s.* 3.—A county court judge when exercising the power conferred upon him by s. 3 of the Administration of Justice Act, 1920, to order the trial of an action or other matter without a jury, where he is satisfied that the action or matter cannot as conveniently be tried with a jury as without a jury, must exercise his discretion judicially.

Ford v. *Blurton*, 38 T.L.R. 801, and *Calcraft* v. *London General Omnibus Co., Ltd.*, 67 SOL. J. 641 ; 1923, 2 K.B. 608, referred to.—WINN *v.* LONDON *C.C.*, K.B.D. 502.

COVENANT :—

Restrictive Covenant—Building Agreement—Sale of Plots of Land for Building subject to Restrictions—Covenant to Use Houses as Private Dwelling-houses only—Breach of Covenant——Nursing Home—Right to Enforce Covenants—Absence of Definite Building Scheme.—The owner of land who had laid

(2) All such enactments relating to income tax and super-tax respectively as were in force with respect to the duties of income tax and super-tax granted for the year 1923-24, other than sections twenty, twenty-two, twenty-seven and thirty-one of the Finance Act, 1923, shall have full force and effect with respect to the duties of income tax and super-tax respectively granted by this Act.

(3) The annual value of any property which has been adopted for the purpose of income tax under Schedules A and B for the year 1923-24 shall be taken as the annual value of that property for the same purpose for the year 1924-25:

Provided that this subsection shall not apply to lands, tenements, and hereditaments in the administrative county of London with respect to which the valuation list under the Valuation (Metropolis) Act, 1869, is, by that Act, made conclusive for the purposes of income tax.

20. *Repeal of inhabited house duty.*]—Inhabited house duty shall not be chargeable, in the case of Scotland, in respect of any year subsequent to the year ending on the twenty-fourth day of May, nineteen hundred and twenty-four, and elsewhere in respect of any year subsequent to the year 1923-24.

21. *Increase of amount of deduction under ss.* 19 *and* 20 *of Finance Act,* 1920.]—The amount of the deduction to be allowed under section nineteen of the Finance Act, 1920, as amended by this Act and under section twenty of the Finance Act, 1920 (which sections provide respectively for deductions from assessable income in respect of relatives taking charge of widowers' and widows' children or acting as housekeepers, and for such deductions in respect of widowed mothers, &c.), shall be increased from forty-five pounds to sixty pounds.

22. *Extension of s.* 19 *of Finance Act,* 1920.]—(1) Section nineteen of the Finance Act, 1920 (which makes provision for a deduction in respect of relatives taking charge of widowers' or widows' children), shall be extended so as to apply to a person resident with a widower or widow in the capacity of housekeeper as it applies to a person resident with a widower or widow for the purpose of having the charge and care of children, and accordingly for subsection (1) of the said section from the beginning thereof down to the proviso there shall be substituted the following:—

"If the claimant proves that he is a widower and that for the year of assessment a person, being a female relative of his or of his deceased wife, is resident with him for the purpose of having the charge and care of any child of his or in the capacity of a housekeeper, or that he has no female relative of his own or of his deceased wife who is able and willing to take such charge or act in such capacity and that he has employed some other female person for the purpose he shall, subject as hereinafter provided, be entitled to a deduction of forty-five pounds in respect of that female relative or female person";

and the following shall be added after proviso (*b*) to the said subsection—

"and

(*c*) not more than one deduction of sixty pounds shall be allowed to any claimant under this section in any year."

(2) References in any enactment to the said section nineteen shall be construed as references to the said section as amended by this section.

23. *Exemption of certain profits of agricultural societies.*]—(1) Any profits or gains arising to an agricultural society from an exhibition or show held for the purposes of the society shall, if they are applied solely to the purposes of the society, be exempt from income tax.

(2) The expression "agricultural society" in this section means any society or institution established for the purpose of promoting the interests of agriculture, horticulture, live-stock breeding or forestry.

24. *Amendment of s-s.* (3) *of s.* 39 *of Income Tax Act,* 1918.]—Paragraph (ii) of the proviso to paragraph (*b*) of subsection (3) of section thirty-nine of the Income Tax Act, 1918 (which subsection provides for the exemption from tax of certain income of savings banks), shall have effect as though for the words "where the interest paid or credited to any "depositor in the year for which exemption is claimed by the bank exceeds "the sum of five pounds" there were substituted the words "where in the "year for which exemption is claimed by the bank, the interest paid or "credited to any depositor out of the income of its funds, other than "interest and dividends arising from investments with the National Debt "Commissioners, exceeds the sum of fifteen pounds."

25. *Amendment of Rule* 8 *of No. V in Schedule A.*]—Rule 8 of No. V. in Schedule A shall have effect as if at the end of paragraph (2) thereof there were added the words "and shall also include additions or improvements "to farmhouses, farm buildings, or cottages, but only if no increased rent "is payable in respect of the additions or improvements and in so far as "they are made in order to comply with the provisions of any statute or the "regulations or bye-laws of a local authority."

26. *Relief from tax assessed on income under Case V of Schedule D.*]—The following rule shall be added after Rule 3 of the Rules applicable to Case V of Schedule D:—

"4. Where a person who has been charged with tax in respect of income from a possession out of the United Kingdom proves that the total amount of tax, computed in accordance with Rule 1 of the Rules applicable to Cases I and II of Schedule D, which was paid in respect of that income for the first three complete years of assessment during which he was the owner of the possession, exceeds the total amount which would have been paid if he had been assessed for each of those years on the actual amount of the income of each year, he shall be entitled to repayment of the excess.

An application for repayment under this Rule shall be made within twelve months after the end of the three years aforesaid and shall be determined by the Commissioners by whom the assessment for the last of the said three years was made."

27. *Right of appeal on questions of domicile, ordinary residence and residence.*]—(1) Any person who is aggrieved by the decision of the Commissioners of Inland Revenue on any question to which this section applies may, by notice in writing to that effect given to the Commissioners of Inland Revenue within three months from the date on which notice of the decision is given to him, make an application to have his claim for relief heard and determined by the Special Commissioners.

(2) Where any application is made under this section, the Special Commissioners shall hear and determine the claim in like manner as an appeal made to them against an assessment under Schedule D, and all the provisions of the Income Tax Acts relating to such an appeal (including the provisions relating to the statement of a case for the opinion of the High Court on a point of law) shall apply accordingly with any necessary modifications.

(3) This section applies to the following questions:—

(*a*) any question as to ordinary residence arising under subsection (1) of section forty-six of the Income Tax Act, 1918:

(*b*) any question as to domicile or ordinary residence arising under paragraph (*a*) of Rule 2 of the Rules applicable to Case IV of Schedule D, or under paragraph (*a*) of Rule 3 of the Rules applicable to Case V of Schedule D:

(*c*) any question as to residence arising—

(i) under paragraph (*d*) of Rule 2 of the General Rules applicable to Schedule C; or

(ii) under Rule 7 of the Miscellaneous Rules applicable to Schedule D in connection with a claim for repayment of income tax made to the Commissioners of Inland Revenue by the person owning the stocks, funds, shares or securities and entitled to the income arising therefrom, or entitled to the annuities, pensions or other annual sums, as the case may be, and from whose income a deduction has been made on account of the income tax assessed and charged under the said Rule.

28. *Income tax on war bonus, &c.*]—For the purposes of any assessment to income tax for any year which is made on or after, or has not become final and conclusive before, the thirtieth day of April, nineteen hundred and twenty-four, or of any deduction on account of income tax for any year, any increase of or addition to any salary, remuneration, pension, annuity or stipend by way of war bonus, and any other like temporary increase or addition granted in order to meet the rise in the cost of living, shall be, and shall be deemed always to have been, chargeable to tax as salary, remuneration, pension, annuity or stipend, as the case may be, and not as perquisites under Rule 4 of the Rules applicable to Schedule E or under the fourth of the Rules for charging the duties under Schedule E in section one hundred and forty-six of the Income Tax Act, 1842 [5 & 6 Vict., c. 35].

29. *Rate of tax at which repayments in respect of deduction or allowance under Part II of Finance Act,* 1920, *are to be made.*]—Any repayment of income tax for any year of assessment, whether ending before or after the thirtieth day of April, nineteen hundred and twenty-four, to which any person may be entitled in respect of any deduction allowed under sections eighteen to twenty-two of the Finance Act, 1920, or in respect of the reduction of the rate of tax on the first two hundred and twenty-five pounds of taxable income under section twenty-three of that Act, shall be made at the standard rate of tax for that year, or at half that rate, as the case may be, but subject to such adjustments as may be proper in cases where relief is given in respect of Dominion income tax:

Provided that, in the case of any person who proves as regards any year that, by reason of the deductions to which he is entitled, he has no taxable income for that year, any repayment to be made shall be a repayment of the whole amount of the tax paid by him, whether by deduction or otherwise, in respect of his income for that year.

30. *Power to recover summarily small amounts of income tax.*]—(1) Where the amount of any income tax for the time being due and payable under any assessment is less than fifty pounds, the tax may, without prejudice to any other remedy and without prejudice to the provision for recovery of income tax assessed and charged quarterly, be recoverable summarily as a civil debt, and section twenty-nine of the Finance Act, 1921 [11 & 12 Geo. 5, c. 32] (which relates to evidence of payment of wages in proceedings under subsection (2) of section one hundred and sixty-nine of the Income Tax Act, 1918, for the recovery of income tax), shall apply in the case of proceedings under this section as it applies in the case of proceedings under that section and as if references therein to wages included references to salaries, fees and other emoluments.

(2) Proceedings under this section shall be commenced in the name of a collector of taxes.

31. *Extension of s.* 18 *of Finance Act,* 1923.]—Section eighteen of the Finance Act, 1923 (which makes provision for the granting of relief in cases where profits arising from the business of shipping are chargeable both to British income tax and to income tax payable under the law in force in any foreign state), shall have effect as if references therein to a foreign state included references to any British Dominion, any territory which is under His Majesty's protection, and any territory in respect of which a mandate is being exercised by the Government of any part of His Majesty's Dominions.

32. *Continuation of s.* 21 *of Finance Act,* 1923.]—Section twenty-one of the Finance Act, 1923 (which grants an exemption for charities in the Irish

Free State in respect of income tax for the year 1923-24), shall apply with respect to income tax chargeable for the year 1924-25 as it applied with respect to income tax chargeable for the year 1923-24.

33. *Explanation of income tax deduction to be annexed to dividend warrants, &c.*]—(1) Every warrant or cheque or other order drawn or made, or purporting to be drawn or made, after the thirtieth day of November, nineteen hundred and twenty-four, in payment of any dividend or interest distributed by any company, being a company within the meaning of the Companies (Consolidation) Act, 1908 [8 Edw. 7, c. 69], or a company created by letters patent or by or in pursuance of an Act of Parliament, shall have annexed thereto or be accompanied by a statement in writing showing—

(*a*) the gross amount which, after deduction of the income tax appropriate thereto, corresponds to the net amount actually paid; and

(*b*) the rate and the amount of income tax appropriate to such gross amount; and

(*c*) the net amount actually paid.

(2) If a company fails to comply with the provisions of this section, the company shall, in respect of each offence, incur a penalty of ten pounds:

Provided that the aggregate amount of any penalties imposed under this section on any company in respect of offences connected with any one distribution of dividends or interest shall not exceed one hundred pounds.

PART III.

MISCELLANEOUS AND GENERAL.

34. *Termination of corporation profits tax.*]—(1) Corporation profits tax shall not be charged on profits arising in an accounting period commencing after the thirtieth day of June, nineteen hundred and twenty-four.

(2) Where an accounting period commenced on or before, but ends after, the said thirtieth day of June, the total profits of the accounting period shall be apportioned between the period up to and including that day and the period beginning immediately thereafter in proportion to the respective lengths of those periods, and corporation profits tax shall be charged on so much, but on so much only, of the profits as are apportioned to the period up to and including the said thirtieth day of June, and every such period shall be an accounting period for the purposes of Part V of the Finance Act, 1920.

35. *Amendment as to stamp duty on leases of certain dwelling-houses.*]—Paragraph (1) of the heading "Lease or Tack," in the First Schedule to the Stamp Act, 1891 (54 & 55 Vict., c. 39] (which relates to the stamp duty on a lease or tack of any dwelling-house or part of a dwelling-house for a definite term not exceeding a year at a rent not exceeding the rate of ten pounds per annum), and paragraph (*a*) of subsection (1) of section seventy-eight of the said Act (which provides that the duty on any such lease or tack as is mentioned in the said paragraph (1) may be denoted by an adhesive stamp) shall have effect as though "forty pounds" were therein substituted for "ten pounds."

36. *Exemption from stamp duty on receipts for salaries, wages, and superannuation and other like allowances.*]—The following exemption shall be substituted for exemption numbered (6) under the heading "Receipt "given for, or upon the payment of, money amounting to two pounds "or upwards" in the First Schedule to the Stamp Act, 1891:—

"(6) Receipt given for or on account of any salary, pay or wages, or for or on account of any other like payment made to or for the account or benefit of any person, being the holder of an office or an employee, in respect of his office or employment, or for or on account of money paid in respect of any pension, superannuation allowance, compassionate allowance or other like allowance."

37. *Exemption from stamp duty of securities issued under Treaty with Turkey.*]—Stamp duty shall not be chargeable on any securities which, under the provisions of the Treaty of Peace with Turkey, signed on behalf of His Majesty at Lausanne on the twenty-fourth day of July, nineteen hundred and twenty-three, are to be exempt in the territory of the contracting parties from all stamp duties.

38. *Extension of s. 14 of Finance Act, 1900.*]—(1) All such relief as might have been given under section fourteen of the Finance Act, 1900 [63 & 64 Vict. c. 7], as amended by subsequent enactments (but not including section two of the Death Duties (Killed in War) Act 1914 (4 & 5 Geo. 5, c. 76], in respect of the death duties payable on property passing on the death of certain persons killed in the late war shall be given in respect of the death duties payable on the death of persons, being persons to whom this section applies, who die from wounds inflicted, accidents occurring, or disease contracted while on active service against an enemy, or on service which is of a warlike nature, or which, in the opinion of the Treasury, otherwise involves the same risks as active service.

(2) The persons to whom this section applies are the members of His Majesty's Forces who are subject either to the Naval Discipline Act or to military law, whether as officers, non-commissioned officers, or soldiers, under Part V of the Army Act, or to the Air Force Act.

(3) This section shall apply in the case of any persons dying from any such causes aforesaid arising after the thirty-first day of August, nineteen hundred and twenty-one.

39. *Provision for quarterly payment of savings bank.*]—Any annuity granted after the tenth day of October, nineteen hundred and twenty-four, under the Government Annuities Acts, 1853 and 1864 [16 & 17 Vict. c. 45, 27 & 28 Vict. c. 43], as amended by the Government Annuities Act, 1882 [45 & 46 Vict. c. 51], shall, instead of being payable half-yearly, be payable quarterly in manner provided by subsections (1) and (2) of section two of the National Debt (Supplemental) Act, 1888 [51 & 52 Vict. c. 15].

40. *Continuance during current financial year of s. 58 of 10 & 11 Geo. 5, c. 18.*]—Section fifty-eight of the Finance Act, 1920 (which provides that amounts applied out of revenue in paying off debt are to be deemed to be expenditure within the meaning of sections four and five of the Sinking Fund Act, 1875 [38 & 39 Vict. c. 45]), shall apply in relation to the current financial year as it applied in relation to the financial year ending on the thirty-first day of March, nineteen hundred and twenty-one.

41. *Construction, short title, application and repeal.*]—(1) Part I of this Act so far as it relates to duties of customs shall be construed together with the Customs (Consolidation) Act, 1876 [39 & 40 Vict. c. 36], and any enactments amending that Act, and so far as it relates to duties of excise shall be construed together with the Acts which relate to the duties of excise and the management of those duties.

Part II of this Act shall be construed together with the Income Tax Acts.

(2) This Act may be cited as the Finance Act, 1924.

(3) Such of the provisions of this Act as relate to matters with respect to which the Parliament of Northern Ireland has power to make laws shall not extend to Northern Ireland.

(4) The enactments set out in the Third Schedule to this Act are hereby repealed to the extent mentioned in the third column of that Schedule.

SCHEDULES.

FIRST SCHEDULE.

[Sections 4 and 5.]

SUGAR, &c.

PART I.

[DUTIES.]

PART II.

[DRAWBACKS AND ALLOWANCES.]

PART III.

[PROVISIONS AS TO DUTIES, DRAWBACKS AND ALLOWANCES.]

SECOND SCHEDULE.

[Section 6.]

RATE OF ENTERTAINMENTS DUTY.

Amount of Payment.						Rate of Duty.
Where the amount of the payment for admission, excluding the amount of the duty—						
	s.	*d.*		*s.*	*d.*	*s.* *d.*
exceeds	0	6	and does not exceed	0	7	0 1
"	0	7	" "	0	8	0 1½
"	0	8	" "	1	1	0 2
"	1	1	" "	1	3	0 3
"	1	3	" "	2	0	0 4
"	2	0	" "	3	0	0 6
"	3	0	" "	5	0	0 9
"	5	0	" "	7	6	1 0
"	7	6	" "	10	6	1 6
"	10	6	" "	15	0	2 0
"	15	0	- - -	-	-	2 0
						for the first 15*s.*, and 6*d.* for every 5*s.* or part of 5*s.* over 15*s.*

THIRD SCHEDULE.

[Section 41.]

ENACTMENTS REPEALED.

Session and Chapter.	Short Title.	Extent of Repeal.
43 Geo. 3, c. 161	The House Tax Act, 1803	The whole Act.
48 Geo. 3, c. 55	The House Tax Act, 1808	The whole Act.
57 Geo. 3, c. 25	The House Tax Act, 1817	The whole Act.
6 Geo. 4, c. 7	The House Tax Act, 1825	The whole Act.
2 & 3 Will. 4, c. 113	The House Tax Act, 1832	The whole Act.
5 & 6 Vict., c. 37	The Land Tax Act, 1842	Sections three, four and five so far as they relate to inhabited house duty.
14 & 15 Vict., c. 36	The House Tax Act, 1851	The whole Act.

Session and Chapter.	Short Title.	Extent of Repeal.
20 & 21 Vict., c. 58	The Lands Valuation (Scotland) Act, 1857	In section one the words "and "assessed taxes" and in section three the words "or "assessed taxes".
30 & 31 Vict., c. 90	The Revenue Act, 1867 -	Section twenty-five.
32 & 33 Vict., c. 67	The Valuation (Metropolis) Act, 1869	Paragraph (2) (a) and the last paragraph but one of section forty-five and in section seventy-six the words "to the duty on "inhabited houses or ".
34 & 35 Vict., c. 103	The House Tax Act, 1871	The whole Act.
41 & 42 Vict., c. 15	The Customs and Inland Revenue Act, 1878	Section thirteen and, so far as it relates to inhabited house duty, section sixteen.
43 & 44 Vict., c. 19	The Taxes Management Act, 1880	The whole Act so far as it relates to inhabited house duty
43 & 44 Vict., c. 24	The Spirits Act, 1880 -	In section three the definition of methylated spirits, and subsection (3) of section one hundred and twenty-three.
44 & 45 Vict., c. 12	The Customs and Inland Revenue Act, 1881	Sections twenty-three and twenty-four.
45 & 46 Vict., c. 72	The Revenue, Friendly Societies and National Debt Act, 1882	Section seven.
46 & 47 Vict., c. 55	The Revenue Act, 1883 -	In section twelve the words "general commissioners "and additional commissioners."
47 & 48 Vict., c. 62	The Revenue Act, 1884 -	Section six, and paragraphs (1) and (3) of section seven and, so far as it relates to inhabited house duty, paragraph (2) of section seven.
52 & 53 Vict., c. 42	The Revenue Act, 1889 -	Section thirteen, and, so far as it relates to inhabited house duty, section fourteen.
53 & 54 Vict., c. 8	The Customs and Inland Revenue Act, 1890	Sections twenty-five, twenty-six, twenty-seven, and twenty-eight and subsection (1) of section thirty-two.
54 & 55 Vict., c. 13	The Taxes (Regulation of Remuneration) Act, 1891	Sections one, three, four, and six, and, so far as they relate to inhabited house duty, sections two and five.
55 & 56 Vict., c. 25	The Taxes (Regulation of Remuneration) Amendment Act, 1892	Subsection (2) of section one.
59 & 60 Vict., c. 28	The Finance Act, 1896 -	Section thirty.
1 Edw. 7, c. 7	The Finance Act, 1901 -	Section thirteen.
3 Edw. 7, c. 46	The Revenue Act, 1903 -	Sections one and eleven.
6 Edw. 7, c. 20	The Revenue Act, 1906 -	Subsection (3) of section one and in subsection (1) of section four the definition of mineralised methylated spirits.
7 Edw. 7, c. 13	The Finance Act, 1907 -	Section twenty-three.
8 Edw. 7, c. 16	The Finance Act, 1908 -	Section eight.
9 Edw. 7, c. 43	The Revenue Act, 1909 -	In section six the words "brewed in the United "Kingdom."
9 Edw. 7, c. 44	The Housing, Town Planning, &c. Act, 1909	Section thirty-five.
1 & 2 Geo. 5, c. 2	The Revenue Act, 1911 -	Subsection (1) of section eight.
1 & 2 Geo. 5, c. 48	The Finance Act, 1911 -	Section fifteen.
5 & 6 Geo. 5. c. 7	The Finance Act, 1914 (Session 2)	In section six the words from "and where any beer" to the end of the section.
5 & 6 Geo. 5, c. 62	The Finance Act, 1915 -	In subsection (1) of section four the words "for consumption."
5 & 6 Geo. 5, c. 89	The Finance (No. 2) Act, 1915	As from the second day of August, nineteen hundred and twenty-four, subsection (1) of section twelve, and section thirteen, except subsection (1) and the last paragraph of subsection (4).
6 & 7 Geo. 5, c. 11	The Finance (New Duties) Act, 1916	The scale of duty in subsection (1) and paragraph (c) of subsection (5) of section one.
6 & 7 Geo. 5, c. 24	The Finance Act, 1916 -	Section eleven, as from the first day of August, nineteen hundred and twenty-four, and section nineteen.
7 & 8 Geo. 5, c. 31	The Finance Act, 1917 -	Section three.
8 & 9 Geo. 5, c. 15	The Finance Act, 1918 -	Sections eleven and thirteen, subsection (1) of section sixteen, and section thirty-three.
8 & 9 Geo. 5, c. 40	The Income Tax Act, 1918	In Schedule D, Rule 3 to Case IV, and Rule 4 to Case V.
9 & 10 Geo. 5, c. 32	The Finance Act, 1919 -	Section seven.
10 & 11 Geo. 5, c. 18	The Finance Act, 1920 -	Subsection (2) of section eleven.
11 & 12 Geo. 5, c. 32	The Finance Act, 1921 -	Section nine.
12 & 13 Geo. 5, c. 17	The Finance Act, 1922 -	Section twelve, as from the first day of August, nineteen hundred and twenty-four.
13 & 14 Geo. 5, c. 14	The Finance Act, 1923 -	Sections five and nine, as from the first day of August, nineteen hundred and twenty-four; sections fifteen, twenty, and twenty-two; section twenty-six so far as it relates to inhabited house duty; and sections twenty-seven and thirty-one.

CHAPTER 22.

CARRIAGE OF GOODS BY SEA ACT, 1924.

An Act to amend the law with respect to the carriage of goods by sea. [1st *August*, 1924.

Whereas at the International Conference on Maritime Law held at Brussels in October, 1922, the delegates at the Conference, including the delegates representing His Majesty, agreed unanimously to recommend their respective Governments to adopt as the basis of a convention a draft convention for the unification of certain rules relating to bills of lading:

And whereas at a meeting held at Brussels in October, 1923, the rules contained in the said draft convention were amended by the Committee appointed by the said Conference:

And whereas it is expedient that the said rules as so amended and as set out with modifications in the Schedule to this Act (in this Act referred to as "the Rules") should, subject to the provisions of this Act, be given the force of law with a view to establishing the responsibilities, liabilities, rights and immunities attaching to carriers under bills of lading:

Be it therefore enacted, etc.:—

1. *Application of Rules in Schedule.*]—Subject to the provisions of this Act, the Rules shall have effect in relation to and in connection with the carriage of goods by sea in ships carrying goods from any port in Great Britain or Northern Ireland to any other port whether in or outside Great Britain or Northern Ireland.

2. *Absolute warranty of seaworthiness not to be implied in contracts to which Rules apply.*]—There shall not be implied in any contract for the carriage of goods by sea to which the Rules apply any absolute undertaking by the carrier of the goods to provide a seaworthy ship.

3. *Statement as to application of Rules to be included in bills of lading.*]—Every bill of lading, or similar document of title, issued in Great Britain or Northern Ireland which contains or is evidence of any contract to which the Rules apply shall contain an express statement that it is to have effect subject to the provisions of the said Rules as applied by this Act.

4. *Modification of Article VI of Rules in relation to coasting trade.*]—Article VI of the Rules shall, in relation to the carriage of goods by sea in ships carrying goods from any port in Great Britain or Northern Ireland to any other port in Great Britain or Northern Ireland or to a port in the Irish Free State, have effect as though the said Article referred to goods of any class instead of to particular goods and as though the proviso to the second paragraph of the said Article were omitted.

5. *Modification of Rules 4 and 5 of Article III in relation to bulk cargoes.*]—Where under the custom of any trade the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper and the fact that the weight is so ascertained or accepted is stated in the bill of lading, then, notwithstanding anything in the Rules, the bill of lading shall not be deemed to be *primâ facie* evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

6. *Short title, saving, and operation.*]—(1) This Act may be cited as the Carriage of Goods by Sea Act, 1924.

(2) Nothing in this Act shall affect the operation of sections four hundred and forty-six to four hundred and fifty, both inclusive, five hundred and two, and five hundred and three of the Merchant Shipping Act, 1894 [57 & 58 Vict., c. 60], as amended by any subsequent enactment, or the operation of any other enactment for the time being in force limiting the liability of the owners of seagoing vessels.

(3) The Rules shall not by virtue of this Act apply to any contract for the carriage of goods by sea made before such day, not being earlier than the thirtieth day of June, nineteen hundred and twenty-four, as His Majesty may by Order in Council direct, nor to any bill of lading or similar document of title issued, whether before or after such day as aforesaid, in pursuance of any such contract as aforesaid.

SCHEDULE.

Rules relating to Bills of Lading.

Article I.

Definitions.

In these Rules the following expressions have the meanings hereby assigned to them respectively, that is to say—

(*a*) "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper:

(*b*) "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same:

(*c*) "Goods" includes goods, wares, merchandises, and articles of every kind whatsoever, except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried:

(*d*) "Ship" means any vessel used for the carriage of goods by sea:

(*e*) "Carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

Article II.

Risks.

Subject to the provisions of Article VI., under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

Article III.

Responsibilities and Liabilities.

1. The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to—

(*a*) Make the ship seaworthy:

(*b*) Properly man, equip, and supply the ship:

(*c*) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

2. Subject to the provisions of Article IV, the carrier shall properly and carefully load, handle, stow, carry, keep, care for and discharge the goods carried.

3. After receiving the goods into his charge, the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

(*a*) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage;

(*b*) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper;

(*c*) The apparent order and condition of the goods:

Provided that no carrier, master or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

4. Such a bill of lading shall be *primâ facie* evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3 (*a*), (*b*), and (*c*).

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be *primâ facie* evidence of the delivery by the carrier of the goods as described in the bill of lading.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded the bill of lading to be issued by the carrier, master or agent of the carrier, to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.

8. Any clause, covenant or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence, fault or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in these Rules, shall be null and void and of no effect.

A benefit of insurance or similar clause shall be deemed to be a clause relieving the carrier from liability.

Article IV.

Rights and Immunities.

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of Article III.

Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this section.

2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

(*a*) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship:

(*b*) Fire, unless caused by the actual fault or privity of the carrier:

(*c*) Perils, dangers and accidents of the sea or other navigable waters:

(*d*) Act of God:

(*e*) Act of war:

(*f*) Act of public enemies:

(*g*) Arrest or restraint of princes, rulers or people, or seizure under legal process:

(*h*) Quarantine restrictions:

(*i*) Act or omission of the shipper or owner of the goods, his agent or representative:

(*j*) Strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general:

(*k*) Riots and civil commotions:

(*l*) Saving or attempting to save life or property at sea:

(*m*) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods:

(*n*) Insufficiency of packing:

(*o*) Insufficiency or inadequacy of marks:

(*p*) Latent defects not discoverable by due diligence:

(*q*) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

3. The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.

4. Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of these Rules or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

out a new road through it entered into a building agreement in 1877 containing restrictive stipulations binding on purchasers, one being that all houses to be built were to be used as private dwelling-houses only.—The estate was not then divided into any defined plots, but the builders so divided it and built houses which were conveyed to purchasers. One of the original purchasers and the successor in title of the vendor brought an action to restrain the user of two houses as a nursing home.

Held, that the agreement did not create any building scheme within the definition in *Elliston* v. *Reacher*, 1908, 1 Ch. 374, so that a purchaser could not enforce the covenants.

Held also, that the interest of the vendor's successor which was confined to the subsoil of the road was not such an interest in the land that the benefit of the covenant could run with it.

Decision of Tomlin, J., affirmed.—KELLY *v.* BARRETT, *C.A.*, 664.

CRIMINAL LAW :—

1. *Alien—Offence—Indictment—Aliens Order—Proof of Order—Summary Conviction—Procedure—Onus of Proof—Aliens Restriction Act*, 1914, 4 & 5 *Geo.* 5, *c.* 12, *s.* 1—*Aliens Restriction (Amendment) Act*, 1919, 9 & 10 *Geo.* 5, *c.* 92, *s.* 13—*Aliens Order*, 1920, *St. R. & O.*, 1920, *No.* 448, *Art.* 18 (4).—The appellant was convicted on five counts of an indictment which charged him with obtaining credit by fraud under the Debtors Act, and with making a false statement contrary to Art. 18 (4), (*b*), of the Aliens Order, 1920. He was granted leave to appeal against his conviction for the offence under the Aliens Order, and on the case coming on, three points were taken on his behalf, (1) that no proof was given of the Aliens Order itself, (2) that there was no proof that the appellant was an alien, and (3) that the offence under the Aliens Order was punishable by summary conviction, and that the sessions had no jurisdiction to entertain the indictment.

Held, (1) that as the point that no proof was given of the Aliens Order was not taken at the trial, it was too late to take it on appeal; (2) That the express enactment in the Aliens Restriction Act, 1914, s. 1, s-s. 4, that proof that the person charged was not an alien was on the person charged, was not repealed by the Amendment Act of 1919, therefore the onus was on the appellant to prove that he was not an alien. Further, there was evidence in this case sufficient to shift the onus of proof on to the appellant to prove that he was not an alien; (3) That the offence against the Aliens Order was punishable by summary conviction only, and was not indictable; therefore the conviction at the sessions for the offence under the Aliens Order must be quashed.—REX *v.* KAKELO, *C.C.A.*, 41.

2. *Bigamy—Jewish Marriage Solemnized Abroad—Foreign Law—Proof in English Criminal Court—"Any Action or other Matter"—Administration of Justice Act*, 1920, 10 & 11 *Geo.* 5, *c.* 81, *s.* 15.—By s. 15 of the Administration of Justice Act, 1920, "where, for the purpose of disposing of any action or other matter which is being tried by a judge with a jury in any Court in England or Wales, it is necessary to ascertain the law of any other country which is applicable to the facts of the case, any question as to the effect of the evidence given with respect to that law shall, instead of being submitted to the jury, be decided by the judge alone."

Held, that the words "any action or other matter" in the section included a criminal prosecution.

Where, therefore, in a criminal prosecution for bigamy, the allegation being that the appellant in 1907 was married in Bessarabia, then in the Russian Empire, and that in 1917, while, to his knowledge, his wife was still living, he went through a ceremony of marriage in England, the judge having left the question of foreign law to the jury, the conviction must be quashed because that question was for the judge alone.

The validity of a marriage abroad under foreign law is a question of fact.—REX *v.* HAMMER, *C.C.A.*, 120.

3. *Charge against Undischarged Bankrupt—Obtaining Credit without informing Creditor that he was an Undischarged Bankrupt—Instructions to Agent to inform Creditor—Failure of Agent to carry out Instructions*—Bonâ fide *belief of Bankrupt that Information conveyed by Agent—Bankruptcy Act*, 1914, 4 & 5 *Geo.* 5, *c.* 59, *s.* 155.—Section 155 of the Bankruptcy Act, 1914, imposes on an undischarged bankrupt an absolute obligation to inform the person from whom he obtains the credit, that he was an undischarged bankrupt; and it is no answer to a charge under the section that the undischarged bankrupt had taken steps by instructing an agent to give the information required by the section, and had a *bonâ fide* belief that his agent had so informed the creditor, if, in fact, the agent had failed to carry out his instructions.—REX *v* DUKE OF LEINSTER, *C.C.A.*, 211; 1924, 1 K.B. 311.

4. *Evidence—Depositions—Evidence at Trial Inconsistent with Depositions—Leave to Treat Witness for Prosecution as Hostile—Cross-examination on Statements sworn at Police Court—Admissibility of Depositions as Evidence—Use of Depositions to Impeach Credit of Witness—Criminal Procedure Act*, 1865, 28 & 29 *Vict. c.* 18, *s.* 5.—Where a witness for the prosecution on a criminal charge gives evidence at the trial which contradicts statements sworn by him or her at the police court hearing, and counsel for the prosecution has thereupon obtained leave to treat the witness as hostile, counsel for the prosecution is entitled to use the depositions to impeach the credit of the witness, and may cross-examine the witness on the statements sworn by him or her at the police court hearing. But the depositions cannot be admitted in evidence at the trial. Where, therefore, a judge directed the jury at a criminal trial that they could, if they were prepared to do so, act on the police court evidence, it was held that he had misdirected the jury.—REX *v.* BIRCH, *C.C.A.*, 540.

5. *False Pretences—Defective Indictment—Omission of Words "With Intent to Defraud"—Amendment—Duty of Court—Indictments Act*, 1915, 5 & 6 *Geo.* 5, *c.* 90, *s.* 5.—The appellant was charged with obtaining property by false pretences from different persons. The words, "with intent to defraud," were omitted from the counts of the indictment. Before the appellant pleaded, an application was made to insert the words in question, and the court directed that the indictment be amended by the insertion of those words.

Held, that the amendment was valid. Section 5 of the Indictments Act, 1915, imposed a duty on the court to make such order for the amendment of an indictment as is necessary unless the required amendments cannot be made without injustice. As the necessary amendment could be made in this case without causing any injustice, the appeal failed.—REX *v.* FRASER, *C.C.A.*, 389.

6. *Indictment—Joinder of Counts on which Prisoner not Committed—Courts Founded on Facts Disclosed in Depositions—Whether Counts Lawfully Joined—Consent of Court not Obtained—Vexatious Indictments Act*, 1859, 22 & 23 *Vict.*, *c.* 17, *s.* 1—*Criminal Law Amendment Act*, 1867, 30 & 31 *Vict.*, *c.* 35, *s.* 1.—The effect of s. 1 of the Vexatious Indictments Act, 1867, is that where counts other than those on which a prisoner has been committed for trial are added to an indictment, provided the added counts are founded on the facts disclosed in the depositions, the indictment is good and can go before the grand jury, although the consent of the court to the inclusion of the said added counts has not been obtained. Whether the counts were lawfully added or not is a question for the judge.

Rex v. *Clarke*, 1895, 59 J.P. 248, followed.—REX *v.* MOSLEY, *C.C.A.*, 757.

7. *Habitual Criminal—Procedure—Evidence—Previous Conviction—Right of Prisoner on Subsequent Charge—Duty of Jury—Prevention of Crime Act*, 1908, 8. *Edw.* 7, *c.* 59, *s.* 10.—A jury is not bound to find a prisoner to be an habitual criminal merely because on a previous occasion he has been found to be an habitual criminal and sentenced to preventive detention.

Rex v. *Stanley*, 64 SOL. J. 341; 1920, 2 K.B. 235, overruled.—REX *v.* NORMAN, *C.C.A.*, 814.

8. *Larceny—Offence committed "on the High Seas"—Venue—Admiralty Jurisdiction—Quarter Sessions—Jurisdiction—Larceny Act*, 1861, 24 & 25 *Vict.*, *c.* 96, *s.* 115—*Larceny Act*, 1916, 6 & 7 *Geo.* 5, *c.* 50, *s.* 17.—A clerk to the Navy, Army and Air Force Institutes, while on board H.M.S. "Princess Margaret," committed a theft, at a time when the vessel was in the Firth of Forth. The vessel proceeded to Torbay, and, on arrival, the man was arrested and charged with the offence before the Devon Quarter Sessions.

Held, that that court had jurisdiction to deal with the case.—REX *v.* DEVON JUSTICES, *K.B.D.*, 422; 1924, 1 K.B. 503.

9. *Procedure—Trial—Conviction of Felony—Sentence—Presence of Accused Necessary—Sentence Passed in Absence of Accused—Illegality.*—Where an accused person has been convicted of felony, it is illegal to pass a sentence on him in his absence.—REX *v.* HALES, *C.C.A.*, 461; 1924, 1 K.B. 602.

10. *Procuring Dangerous Drugs—Morphine—Purchase Abroad by Person Resident in England—Dangerous Drugs Act*, 1920, *ss.* 6, 7, 8—*Regulation* 3.—By s. 6 of the Dangerous Drugs Act, 1920, the importation of drugs into or their export from the United Kingdom is prohibited, and s. 7, s-s. 1, provides that for the purpose of controlling the improper use of drugs, regulations may be made for controlling the manufacture, sale, possession, and distribution of drugs, and by s. 8, morphine is included among the drugs to which the Act applied. By regulation 3 of the Regulations, dated 20th May, 1921, made under s. 7 of the Act of 1920, "no person shall supply or procure or offer to supply or procure any of the drugs to or for any person, whether in the United Kingdom or elsewhere," unless he is duly licensed to do so.

The appellant, while resident in London, bought a quantity of morphine from a firm in Switzerland, for shipment direct to Japan. The drug was never received in England, but the shipping documents were received by the appellant in London. The appellant was convicted of procuring morphine contrary to s. 7 of the Dangerous Drugs Act, 1920, and Regulation 3 of the Regulations of 20th May, 1921, made thereunder.

Held, that the appellant had been rightly convicted of procuring the morphine, notwithstanding that the drug was never received in this country. "Procuring," under Regulation 3, did not necessitate actual physical possession of the drug in this country, nor an intention that such actual physical possession should take place.—REX *v.* MIYAGAWA, *C.C.A.*, 500; 1924, 1 K.B. 614.

11. *Receiving—Goods Obtained in Circumstances Amounting to Misdemeanour—Conspiracy to Defraud—Guilty Knowledge—Larceny Act*, 1861, 24 & 25 *Vict. c.* 96, *ss.* 91, 95—*Larceny Act*, 1916, 6 & 7 *Geo.* 5, *c.* 50, *s.* 33.—By s. 33 of the Larceny Act, 1916, "Every person who receives any property, knowing the same to have been stolen or obtained in any way whatsoever under circumstances which amount to felony or misdemeanour, shall be guilty of an offence of the like degree." The appellants, who were in the soft goods trade, bought from one, Sims, a large quantity of goods worth about £15,000 immediately after he had received them from the manufacturers. They bought them at prices far below their value and far below the prices which Sims had contracted to pay the manufacturers. Sims absconded without having paid for the goods, and he was subsequently adjudicated bankrupt. The appellants were convicted under s. 33 of the Larceny Act, 1916, of receiving the goods knowing them to have been obtained under circumstances which amounted to misdemeanour.

Held, that s. 33 of the Larceny Act, 1916, is more comprehensive than the corresponding sections (91 and 95) of the Larceny Act, 1861, and it is sufficient for the prosecution to prove that the goods in question had been obtained in circumstances which amounted to a conspiracy to defraud, and as there was ample evidence to show that the goods had been obtained in such circumstances, the conviction of the appellants was good.—REX *v.* KUTAS, *C.C.A.*, 254.

12. *Trial a Nullity—Two Prisoners separately Indicted—Trial together for sake of Convenience—Consent of Counsel—Absence of Jurisdiction*—Venire de novo.—A Court of Quarter Sessions has no jurisdiction to try together two prisoners who are charged on two separate indictments, and the fact that counsel on both sides consent to such a course for the sake of convenience does not clothe the Court of Quarter Sessions with such jurisdiction. Therefore, where two persons, each charged on a separate indictment, are tried together, such a trial is a nullity and there must be a *venire de novo*.

Crane v. *Regem*, 1921, 2 A.C. 299; 65 SOL. J. 642, applied.—REX *v.* DENNIS, *C.C.A.*, 563; 1924, 1 K.B. 867.

CROWN :—

1. *Contract by Board of Trade with Southern Irish Railway Company—Board of Trade succeeded by Ministry of Transport—Irish Free State Constituted—Transfer to Irish Free State of Liability of Ministry of Transport.*—A railway company in the south of Ireland entered into contracts in 1917 and 1918 with the Board of Trade for the removal and transfer to the Board of Trade of certain rails and sleepers for use in another part of Southern Ireland. In 1922, the contracts being still executory, the Ministry of Transport, as successors to the Board of Trade, disclaimed liability to perform them. The company presented a petition of right claiming a declaration that the Ministry of Transport was liable in respect of the contracts.

Held, that the liability of the British Government under the contract was not transferred to the Government of the Irish Free State by the legislation setting up the Irish Free State, and the suppliants were not by such legislation deprived of their right to petition the Crown for a declaration as to the liability of the Crown in respect of the contract.—GREAT SOUTHERN AND WESTERN RLY. *v.* THE KING, *C.A.*, 792; 1924, 1 K.B. 154.

2. *Costs—Claim by Subject—Rule that Crown neither Receives nor Pays Costs—Exceptions to Rule—Waiver—Crown treated by Subject as Ordinary Litigant.*—The rule that in legal proceedings against a subject the Crown neither pays nor receives costs may be set aside by statutes which show that in certain proceedings between the Crown or a government department on the one hand and an ordinary citizen on the other, the rule is excluded, but such exclusion must be clearly shown by those statutes. Nevertheless, when in proceedings against a subject the Crown has implied its willingness to be treated in the question of costs as an ordinary litigant, and the subject has expressly or impliedly accepted that position, it is open to the court to give costs for or against the Crown as in ordinary litigation between subjects.

Rolet v. *The Queen*, L.R. 1 P.C. 198; *Casanova* v. *The Queen*, L.R. 1 P.C. 268; and *George* v. *The Queen*, L.R. 1 P.C. 389, applied.

Decision of Sargant, J., 67 SOL. J. 726; 1923 2 Ch. 504, affirmed upon different grounds.—*Re* CARBONIT &C., *C.A.*, 476; 1924, 2 Ch. 53.

3. *Ministry of Shipping—Control of Sale of Vessels to Foreign Purchasers—Licence—Conditional upon Payment of Percentage of Purchase Price to Ministry of Shipping*—Ultra vires—*British Ships (Transfer Restriction) Act*, 1915, 5 *Geo.* 5, *c.* 21, *s.* 1—*Indemnity Act*, 1920, 10 & 11 *Geo.* 5, *c.* 48, *ss.* 1 *and* 2.—Upon an application by a shipping firm, in accordance with the provisions of s. 1 of the British Ships (Transfer Restriction) Act, 1915, for permission to sell one of their vessels to a foreign purchaser, the Ministry of Shipping (being the department to which at the material date the application had to be submitted) granted the licence on condition that payment should be made to the Ministry of Shipping of 15 per cent. of the purchase price. The firm paid the sum demanded, and subsequently sought by petition of right to recover it.

Held (applying *A.G.* v. *Wills United Dairies, Ltd.*, 66 SOL. J. 630; 1922, W.N. 217), that the payment of 15 per cent. of the purchase price to the Ministry of Shipping was exacted without authority, and was therefore illegally exacted, and that the suppliants were entitled to the declaration for which they prayed.—T. & J. BROCKLEBANK *v.* REX, K.B.D. 499; 1924, 1 K.B. 647.

4. *Petition of Right—Practice—Amendment—Conditions on which the Court may allow Amendment—Petitions of Right Act*, 1860, 23 & 24 *Vict.*, *c.* 34, *s.* 7.—By s. 7 of the Petitions of Right Act, 1860, "So far as the same may be applicable, and except in so far as the same may be inconsistent with this Act, the laws and statutes in force as to . . . amendment . . . in suits in equity and personal actions between subject and subject, and the practice . . . of the said courts of law and equity respectively for the time being in reference to such suits and personal actions, shall, unless the court in which the petition is prosecuted shall otherwise order, be applicable and apply and extend to such petition of right: Provided . . . that nothing in this statute shall be construed to give the subject any remedy against the Crown in any case in which he would not have been entitled to such remedy before the passing of this Act."

Held, that the section gave the court jurisdiction to allow a petition of right to be amended, provided that the amendment was of such a nature that the allowance of it would not derogate from the prerogative of the Crown; in other words, that the amendment did not involve a new and different claim from that which was contained in the original petition for which the fiat of the Attorney-General had been granted, and that if the petition in its amended form had been originally presented the fiat would have been granted.

Ruffy, Arnell and Baumann v. *The King*, 1922, 1 K.B 599, approved.—BADMAN BROS. *v.* THE KING, C.A. 166; 1924, 1 K.B. 64.

5. *Petition of Right—Shipping Controller—Sale of Vessel to Foreign Purchaser—Licence—Conditional upon Payment of Sum of Money to Shipping Controller—Assumpsit—Claim against Crown to Recover Sum so Paid—Whether Sustainable—Indemnity Act*, 1920, 10 & 11 *Geo.* 5, *c.* 48, *s.* 1.—A licence was granted by the Shipping Controller to a company for the sale by them of a vessel to a foreigner. A condition of the granting of the licence was the payment by the company of a sum of money to the Shipping Controller. The company subsequently sought by Petition of Right to recover from the Crown the sum so paid.

Held, that apart from the fact that the petition was lodged out of time, the suppliants having regard to s. 1 of the Indemnity Act, 1923, were not entitled to succeed in a claim of assumpsit in respect of the sum in question.—BRISTOL CHANNEL STEAMERS, LTD. *v.* THE KING, *K.B.D.* 771.

DEED OF ARRANGEMENT :—

1. *Bill of Exchange—Composition with Creditors—Verbal Offer and Acceptance—Resolution of Acceptance Recorded in Writing—Creditor Claims Full Amount of Debt as Holder of Bill of Exchange—Resolution not Registered—Validity—Bills of Exchange Act*, 1882, 45 & 46 *Vict. c.* 61, *s.* 62—*Deeds of Arrangement Act*, 1914, 4 & 5 *Geo.* 5, *c.* 47, *ss.* 1, 2.—The plaintiff brought an action on a bill of exchange drawn in his favour and accepted by the defendant and of which the plaintiff was the holder. The defence was that the bill had been discharged by an agreement to accept a composition. Before the bill in question became due, at a meeting of the defendant's creditors called to consider his affairs and attended by an agent of the plaintiff, a resolution was passed accepting a verbal offer

which had been made by the defendant to his creditors of a composition of 3s. 4d. in the £. The resolution was put into writing, and was signed by a number of the defendant's creditors and by the plaintiff's agent. Afterwards a deed was executed which provided that on payment by the defendant's solicitor to the creditors of the amount due under the composition, they assigned to him the debts owing to them.

Held, that as the plaintiff had neither renounced his rights under the bill, in writing, nor delivered the bill up to the acceptor, in accordance with s. 62 of the Bill of Exchange Act, 1882, the plaintiff was entitled to recover the full amount of his bill.

Decision of the Divisional Court (68 SOL. J. 578) reversed.—RIMALT *v.* CARTWRIGHT, *C.A.* 789.

2. *Practice—Execution—Garnishee Proceedings—Letter by Debtor authorising Realisation of Estate and Payment of Creditors out of the Proceeds—Not an "Assignment of Property"—Deeds of Arrangement Act*, 1914, 4 & 5 *Geo.* 5, *c.* 47, *s.* 1.—A debtor wrote to the defendant, who was the secretary of a trade protection society, a letter containing the following: "I hereby authorise you to realise my estate, including stock in trade, book debts, furniture, and all other assets; and to apply the proceeds, first, in payment of costs, charges, and preferential claims; and secondly, to pay the balance of my creditors *pro rata* . . ."

Held, that the letter was not an "assignment of property" within s. 1, s-s. 2, of the Deeds of Arrangement Act, 1914, and was therefore, not a deed of arrangement within the Act, but was merely an authority to realise the debtor's estate and a declaration of trust with regard to the proceeds.—B. LIPTON, LIM. *v.* HAYES, *C.A.*, 521; 1924, 1 K.B. 701.

And see Bankruptcy.

DEFAMATION :—

Words—Action (Cause of)—Injurious Falsehood—Words, not Actionable per se—Absence of Malice.—Owing to the failure, at the last moment, of an arrangement under which it was agreed that the plaintiff, a professional pianist, should accompany a singer during a week's engagement at the defendants' music hall, another pianist was substituted. Through ignorance on the part of the defendants' manager that this change had been made, programmes were issued in which the name of the plaintiff appeared, and consequently the plaintiff lost an engagement elsewhere. The plaintiff therefore brought an action for damages in which the jury found: (1) that the defendants' manager did not intend to injure the plaintiff; (2) that he ought to have known that his conduct was likely to injure the plaintiff; and (3) that he acted *mala fide* towards the plaintiff. The jury afterwards explained that in their finding (3) they meant by *mala fide* that the defendants' manager, by keeping up the posters and circulating the programmes after the defendants knew of the alteration, was considering the defendants' interests and disregarding the interests of the plaintiff.

Held, that as the statement causing damage to the plaintiff was published *bond fide* the action failed.

Decision of Lush, J., 68 SOL. J. 142, affirmed.—SHAPIRO *v.* LA MORTA., *C.A.*, 522.

DIVORCE :—

1. *Custody of Children—Access by Guilty Wife—Principles Guiding Court in Exercising Discretion.*—It is no longer a fixed principle of the court that after a decree for a divorce a guilty wife should have no access to the children of the marriage. The court may now allow such access, exercising its discretion according to all the circumstances of the case, with a view to the welfare of the children and not the punishment of the guilty spouse as the paramount consideration involved.—B. *v.* B,. *C.A.*, 457; 1924, P. 176.

2. *Husband's Petition—Birth of Child—Disputed Paternity—Husband's Denial of Marital Intercourse—Admissibility of Evidence—Evidence Amendment Act*, 1869, 32 & 33 *Vict.*, *c.* 68, *s.* 3.—In proceedings for divorce, evidence of non-access cannot be tendered by the husband or wife, nor accepted by the court for the purpose of proving the illegitimacy of a child born during the marriage. This rule laid down by Lord Mansfield in *Goodright's Case*, 1777, 2 Cowp., 591, is a general rule to be applied in all cases which it is wide enough to cover, and is not affected by the Evidence Amendment Act, 1869, s. 3.—RUSSELL *v.* RUSSELL, *H.L.*, 683.

3. *Nullity of Marriage—Non-Consummation—Wilful Refusal of Wife—Inference of Incapacity.*—In an action against a wife for nullity on the ground of impotency where the wife wilfully refuses to consummate the marriage, it is for the court to draw the inference that the non-consummation is due to incapacity on the part of the wife, even though there be no structural incapacity.—GRAHAM *v.* REITH, *H.L.*, 417.

And see Husband and Wife.

DOMICIL :—

Peace Treaty—Insurance Company—Policies issued by London Branch of American Company—Debt localized to Branch.—As an ordinary rule, a simple contract debt is due in the country of the debtor's domicile, that being the place where an action could be brought to recover it. When, however, the debtor is a company, with domiciles or residences in different countries, the court may look at the terms of the contract creating the debt, and if that debt is in fact localized to one particular branch of the company, the country in which that branch is situate will be the country in which the debt is due.

Appeal from a decision of Romer, J., 68 SOL. J. 85; 1924, 1 Ch. 15.—NEW YORK LIFE INSURANCE CO. *v.* PUBLIC TRUSTEE, *C.A.*, 477; 1924, 1 Ch. 15.

DONATIO MORTIS CAUSA :—

Bank Notes—Re-delivery for Safe Custody—Effect.—Where certain notes were delivered by a dying man to his niece and with his consent were placed in his deed box for safe custody, the effect of such action was held not to destroy the efficacy of the previous delivery, and therefore a valid *donatio* had been effectuated.—*Re* HAWKINS, Lawrence, J., 561; 1924, 2 Ch. 47.

EASEMENT :—

Right of Way—Property Sold in Lots—Covenant by Purchasers of Various Lots to Form Roadway—Road never Formed during Fifty Years—Non-user—Acquiescence in Obstructions to Way—Abandonment.—Where several owners of adjacent properties have purchased them with a covenant to construct a roadway over a strip of land at the rear of those properties, and for that purpose to remove their garden fences extending over that strip; and where during fifty years no attempt has been made to construct the roadway nor to remove the fences; and where, in addition, persons seeking to assert the right of way, or their predecessors in title, have acquiesced in obstructions, or have themselves dealt with the strip of land in a manner inconsistent with the existence of the right, there is a presumption that the right of way has been abandoned, and has ceased to exist.—SWAN *v.* SINCLAIR, *C.A.*, 321; 1924, 1 Ch. 254.

And see Light.

ECCLESIASTICAL LAW :—

Tithe—Annual Payment in Lieu of—Rent-charge—Payment "Free from all Taxes and Deductions"—Exemption of Parsonage and Glebe Land from Rates and Taxes—Charge on Lands of Lord of the Manor—Exchange of Parsonage and Glebe—New Parsonage—New Glebe—Whether Exemption follows Exchange—Construction of Private Act of Parliament—22 *Geo.* 2, *No.* 26, *c.* 9.—By an agreement made between the lord of the manor of a parish and the rector (which was embodied in a private Act of Parliament passed in 1749), it was provided that the lord of the manor and his successors should pay to the rector and his successors a yearly sum of £77 free from all taxes and deductions in lieu of tithe, and should discharge the parsonage house and glebe lands from all manner of taxes whatsoever as well parliamentary as parochial (except the window tax), and further "that one annual sum or yearly rent-charge of £77 to be issuing and going out of all the said manor . . . shall be payable and paid to the" [rector] "and his successors rectors of the said parish forever free from all deductions for or in respect of any taxes charges or assessments taxed or imposed or to be charged or assessed upon the said premises or any part thereof out of which the said annuity or yearly rent-charge is to issue," and that the said lands thereby made liable to the annual payments of £77 should be also charged with and made liable to answer and pay all such parliamentary and parochial taxes, rates and assessments as should from time to time be taxed, charged or assessed upon the said parsonage house and glebe land, etc., other than and except the tax commonly called the window tax. In 1785 the old parsonage house was exchanged for a wholly new one. There was subsequently an exchange of glebe for other land. In 1905 the defendant bought from the then lord of the manor certain of the lands charged under the Act of 1749, with notice of the provisions of the Act of 1749. The plaintiff, who was inducted to the rectory in 1910, sought to enforce the provisions of the Act of 1743 against the defendant.

Held, that on the construction of the Act of 1749, the exemption from rates and taxes was limited to the specific parsonage house and the specific glebe land existing when the Act of 1749 was passed, and the benefit of the charge on the lands of the lord of the manor for the payment of the rates and taxes did not apply to the new parsonage and the glebe land exchanged for the old parsonage and the old glebe land.

Decision of McCardie, J., 1923, 2 K.B. 314, reversed.

HARPER *v.* HEDGES, *C.A.*, 541; 1924, 1 K.B. 151.

EDUCATION :—

1. *Child Suffering from Infectious Disease—Fitness to return to School—Certificate of Medical Practitioner—School Authorities refuse Re-admission—Examination required at Clinic by School Dermatologist—Parent objects to send Child to Clinic—"Without Reasonable Excuse unlawfully neglecting to provide Efficient Elementary Instruction"—Education Act*, 1921, 11 & 12 *Geo.* 5, *c.* 51, *ss.* 42, 43, 44—*Elementary Education Provisional Code*, 1922, *S.R. & O.*, 1922, *No.* 1432, *Art.* 53.—A child, who had been certified by her parents' doctor as being free from an infectious disease from which she had been suffering, was refused re-admission to a public elementary school on the ground that an opportunity had not been given to the school medical officer to satisfy himself as to her fitness to return. It was asserted that in accordance with instructions given to him by the local education authority, he could not be satisfied until the child had been examined by a dermatologist at the clinic, established for the treatment of children suffering from infectious skin diseases. The child's father objected to sending his child to the clinic for fear of re-infection, but was willing for her to be examined by the dermatologist elsewhere. The magistrates dismissed a complaint against the father for having, without reasonable excuse, neglected to provide efficient elementary instruction for the child.

Held, that in the circumstances, the father had acted with reasonable excuse and that the complaint was rightly dismissed by the magistrates.—BOWEN *v.* HODGSON, *K.B.D.*, 187.

2. *Non-provided Schools—Teacher dismissed by Local Education Authorities—Dismissal on "Educational Grounds"—Mixed Grounds—Financial and Educational—Invalidity of Notice of Dismissal—Education Act*, 11 & 12 *Geo.* 5, *c.* 51, *s.* 29, *s-s.* (2) *and* (6).—Where teachers were given notices which stated that they were dismissed on educational grounds, but the court found, as a fact, that the grounds were either pure financial grounds or mixed financial and educational grounds, the notices were held invalid and inoperative as not being notices allowed to be given under s. 29 of the Education Act, 1921.

Hanson v. *Radcliffe Urban Council*, 1922, 2 Ch. 420, and *The Queen* v. *The Vestry of St. Pancras*, 1890, 24 Q.B.D. 371, applied.—SADLER v. SHEFFIELD, *Lawrence, J.*, 403; 1924, 1 Ch. 483.

ELECTRICITY :—

1. *Electric Light—Commissioners—Joint Scheme—Joint Electricity Authority—Delegation to Committees*—Ultra Vires—*Prohibition—Electricity (Supply) Act*, 1919, 9 & 10 *Geo.* 5, *c.* 100, *s.* 7.—The powers of the Electricity Commissioners are to be exercised judicially and not ministerially, and a writ of prohibition will issue if they make an order giving effect to an *ultra vires* scheme.

A scheme which provides that a Joint Electricity Authority shall delegate certain powers to committees for separate portions of the joint electricity district, is *ultra vires* the Commissioners.

Decision of the Divisional Court reversed.—REX *v.* ELECTRICITY COMMISSIONERS., *C.A.*, 188; 1924, 1 K.B. 171.

2. *Generating Station—Extension of—Extension of Capacity of Plant—Size not Extended—Consent of Electricity Commissioners—Electricity (Supply) Act*, 1919, 9 & 10 *Geo.* 5, *c.* 100, *ss.* 11 *and* 36—*New Engine—Expense Chargeable to Capital—Ealing Electric Lighting Order*, 1891, *s.* 52.—The expression "generating station" where used in the Electric (Supply) Act, 1919, means any buildings and plant used for the purpose of generating electricity as well as the site of such buildings.

The "extension" prohibited by s. 11 of that Act includes an extension not only of size, but also of capacity.

The cost of providing an entirely new generating station is an expense properly chargeable to capital within s. 52 of the Ealing Electric Lighting Order, 1891.—ATTORNEY GENERAL *v.* EALING, *Romer, J.*, 632.

EVIDENCE :—

Admission—Oral Evidence in Former Suit Against other Parties—Whether Admissible Evidence in Present Action as Admission—Appeal to House of Lords—Statements in Case Lodged not Binding as Admissions.—A litigant is not prevented from maintaining a contention by the fact that, in a former suit, witnesses called upon his behalf have maintained the opposite view, nor are the statements made by those witnesses statements for which he is responsible, so as to be admissible evidence against him in the subsequent proceedings. Even the fact that the case lodged upon appeal to the House of Lords in the former suit contained those statements does not make them admissible evidence in the subsequent proceedings, for the case was in the nature of a plea, and the statements it contained were not absolute admissions, binding upon the appellant in any subsequent action.

Per Sir Ernest Pollock, M.R., and Atkin, L.J., Sargant, L.J., dissenting.

Decision of Russell, J., *ante*, p. 252; 1924, 1 Ch. 203, affirmed.—BRITISH THOMSON-HOUSTON CO. *v.* BRITISH INSULATED CABLES, *C.A.*, 560; 1924, 1 Ch. 202.

EXTRADITION :—

Committal by Magistrate—Fresh Evidence Subsequently Adduced—Habeas Corpus—*Review of Magistrates Decision—Jurisdiction.*—A magistrate made an order committing a prisoner to prison to await extradition. On an application for a rule for a *habeas corpus* with a view to the discharge of the prisoner from custody on the ground that since the committal fresh evidence had been adduced which threw doubt on the identification of the prisoner,

Held, that, as the magistrate had evidence before him on which he was entitled to convict, the court had no power to review his decision, and the rule must be discharged.

R. v. *Governor of Holloway Prison*; *In re Siletti*, 71, L.J. K.B. 935, followed.—REX *v.* GOVERNOR OF BRIXTON PRISON, *K.B.D.* 370; 1924, 1 K.B. 455.

FERTILISERS :—

Sale of Salvage as a Fertiliser—Contract—Legality—No Invoice Showing Percentages of Chemical Ingredients—Custom of the Trade—Reasonable Excuse—Fertilisers and Feeding Stuffs Act, 1906, 6 *Edw.* 7, *c.* 27, *s.* 1, *s-s.* (1), *s.* 6, *s-s.* (1) (*a*).—The provisions of the Fertilisers and Feeding Stuffs Act, 1906, requiring the vendor of a fertiliser which has been subjected to any artificial process in the United Kingdom, or which has been imported from abroad, to give to the purchaser an invoice stating the name of the article and the respective percentages (if any) of certain chemical ingredients contained in the article, apply to the sweepings, known as salvage, from the holds of ships which have carried chemicals. The giving of the invoice is imperative, and the omission to give it not merely renders the vendor liable to a penalty, but also renders the contract of sale illegal, and the seller cannot sue for the price.—ANDERSON *v.* DANIEL, *C.A.*, 274; 1924, 1 K.B. 138.

FOOD :—

Sale of Margarine—Descriptive Name—Approved Additional Word—Further Words Added—"Churned with Fresh Milk"—Butter and Margarine Act, 1907, 7 *Edw.* 7, *c.* 21, *s.* 8.—The inside wrapper of a parcel of margarine was sold with the words "Kernut Margarine churned with fresh milk" inscribed thereon. The prefix "Kernut" had been added to the word "Margarine" with the consent of the Board of Agriculture and Fisheries. The words "churned with fresh milk" had been added in smaller type and without any such consent.

Held, that the words "churned with fresh milk" were not part of the name or descriptive name of the goods sold, and that they did not constitute an infringement of the provisions of s. 8 of the Butter and Margarine Act, 1907.

Maypole Dairy Co., Ltd. v. *Patterson*, 1923, S.C. (J.), 85, distinguished.—HAWES *v.* STEPHENS, *K.B.D.*, 793.

And see Adulteration.

FORESHORE :—

Accretion—Natural Causes—Artificial Causes—Groynes—Ascertained Boundary—Recession of High Water Line.—The owners of land to high water mark take the benefit of gradual and imperceptible accretion even though such accretion is due not to natural but to artificial causes.

Smart v. *The Magistrates of Dundee*, 1797, 8 Bro. P.C. 119, inapplicable.

And even though high water mark has been definitely ascertained.

Gifford v. *Lord Yarborough*, 1828, 5 Bing. 163, followed.—BRIGHTON AND HOVE GAS CO. *v.* HOVE BUNGALOWS, *Romer, J.*, 165; 1924, 1 Ch. 372.

GAS :—

Statutory Gas Company—Statutory Powers—Express Power to Convert, Manufacture and Deal with Residuals—Express Power to Provide "Apparatus and Materials"—Chemicals Necessary for Treatment of Residuals—Implied Power to Manufacture instead of Buying.—The defendant company, by the Acts establishing it, were empowered to make gas and convert, manufacture and deal with residual products, also to make machinery and apparatus, and to construct and "provide" works, buildings, machinery, apparatus and "materials" for dealing with their waste products as they might deem requisite. There was no indication as to how the necessary materials were to be "provided," and no limitation on the company as to the steps it might take in providing them.

Held, that it was not *ultra vires* for the company to make the amount of caustic soda they required for dealing with their

5. Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with goods in an amount exceeding 100*l.* per package or unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

This declaration if embodied in the bill of lading shall be primâ facie evidence, but shall not be binding or conclusive on the carrier.

By agreement between the carrier, master or agent of the carrier and the shipper another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above named.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with goods if the nature or value thereof has been knowingly misstated by the shipper in the bill of lading.

6. Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier, has not consented, with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment.

If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

ARTICLE V.

SURRENDER OF RIGHTS AND IMMUNITIES, AND INCREASE OF RESPONSIBILITIES AND LIABILITIES.

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under the Rules contained in any of these Articles, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of these Rules shall not be applicable to charterparties, but if bills of lading are issued in the case of a ship under a charterparty they shall comply with the terms of these Rules. Nothing in these Rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

ARTICLE VI.

SPECIAL CONDITIONS.

Notwithstanding the provisions of the preceding Articles, a carrier, master or agent of the carrier, and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect:

Provided that this Article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed, are such as reasonably to justify a special agreement.

ARTICLE VII.

LIMITATIONS ON THE APPLICATION OF THE RULES.

Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

ARTICLE VIII.

LIMITATION OF LIABILITY.

The provisions of these Rules shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of sea-going vessels.

ARTICLE IX.

The monetary units mentioned in these Rules are to be taken to be gold value.

CHAPTER 23.

BRITISH MUSEUM ACT, 1924.

An Act to enable the Trustees of the British Museum to make loans of objects comprised in the collections of the British Museum for public exhibition, and to make regulations for that purpose. [1*st August*, 1924.

Be it enacted, etc.:—

1. *Power of Trustees to make loans of objects for public exhibition.*]—(1) The Trustees of the British Museum shall have power at their discretion, and under such regulations as they may think fit from time to time to prescribe, to lend, for public exhibition in any gallery or museum under the control of a public authority or university in Great Britain, any duplicates of printed books, prints, medals, coins or of other objects comprised in the collections of the Museum, or any object, not being a duplicate, which in their opinion can be temporarily removed from the Museum without injury to the interests of students or of the public visiting the exhibition galleries of the Museum.

(2) Before making any such loan the Trustees shall be satisfied that due provision is made for the safety and insurance of the specimens lent and for payment of all expenses in connection with the removal and return of the said specimens or otherwise in connection with such loan.

2. *Saving clause.*]—Except in so far as is hereinbefore expressed, nothing in this Act shall affect the rights, powers, duties or obligations of the Trustees of the British Museum.

3. *Short title.*]—This Act shall be cited for all purposes as the British Museum Act, 1924.

CHAPTER 24.

ISLE OF MAN (CUSTOMS) ACT, 1924.

An Act to amend the law with respect to Customs in the Isle of Man. [1*st August*, 1924.

CHAPTER 25.

TELEGRAPH (MONEY) ACT, 1924.

An Act to provide for raising further Money for the purpose of the Telegraph Acts, 1863 to 1922, and to make provision with respect to the application of sums arising from the sale of property acquired for the purposes of the telephonic system. [1*st August*, 1924.

CHAPTER 26.

PUBLIC WORKS LOANS ACT, 1924.

An Act to grant money for the purpose of certain Local Loans out of the Local Loans Fund, and for other purposes relating to Local Loans. [1*st August*, 1924.

CHAPTER 27.

CONVEYANCING (SCOTLAND) ACT, 1924.

An Act to amend the Law of Conveyancing in Scotland. [1*st August*, 1924.

CHAPTER 28.

GOVERNMENT OF INDIA (LEAVE OF ABSENCE) ACT, 1924.

An Act to make provision with respect to leave of absence from India of the Governor-General, Commander-in-Chief, Governors and members of Executive Councils, and with respect to the appointment of Commander-in-Chief. [1*st August*, 1924.

CHAPTER 29.

LOCAL AUTHORITIES (EMERGENCY PROVISIONS) ACT, 1924.

An Act to extend the duration of the Local Authorities (Emergency Provisions) Act, 1923. [1*st August*, 1924.

Be it enacted, etc.:—

1. *Extension of duration of* 13 & 14 *Geo.* 5, *c.* 6.]—The provisions of the Local Authorities (Emergency Provisions) Act, 1923, mentioned in the Schedule to this Act, shall have effect as if for references therein to "nineteen hundred and twenty-four" there were substituted references to "nineteen hundred and twenty-six."

2. *Short title and construction.*]—This Act may be cited as the Local Authorities (Emergency Provisions) Act, 1924, and shall be construed as one with the Local Authorities (Emergency Provisions) Act, 1923, and that Act and this Act may be cited together as the Local Authorities (Emergency Provisions) Acts, 1923 and 1924.

SCHEDULE.

[Section 1.]

PROVISIONS OF 13 & 14 GEO. 5, C. 6 CONTINUED.

Section of Act.	Subject Matter.
Section one	Continuance until the first day of April, nineteen hundred and twenty-four, subject to certain modifications, of section one of the Local Authorities (Financial Provisions) Act, 1921 [11 & 12 Geo. 5, c. 67], which provides for the temporary extension of charges on the Metropolitan Common Poor Fund.

Section two—Substitution for "the first day of April, nineteen hundred "and twenty-three," of the "first day of April, nineteen "hundred and twenty four," in the following provisions of the Local Authorities (Financial Provisions) Act, 1921; that is to say:—

(a) the proviso to subsection (3) of section three thereof (which enabled the Minister of Health in certain circumstances to extend the time within which sums borrowed under that section are to be repaid if borrowed before the first day of April first mentioned);

(b) Subsection (1) of section six thereof (which provided that money borrowed by a local authority before the first-mentioned first day of April for certain purposes is not to be reckoned as part of the debt of the local authority for the purposes of any enactment limiting the powers of borrowing by that authority);

(c) Subsection (2) of section six thereof (which suspended until the first-mentioned first day of April the operation of subsection (3) of section two hundred and thirty-four of the Public Health Act, 1875 [38 & 39 Vict. c. 55]).

CHAPTER 30.

UNEMPLOYMENT INSURANCE (No. 2) ACT, 1924.

An Act to amend the Unemployment Insurance Acts, 1920 to 1924. [*1st August*, 1924.

Be it enacted, etc.:—

1. *Rights of insured persons to unemployment benefit.*]—(1) Until the thirtieth day of June, nineteen hundred and twenty-six, an insured contributor who is unemployed shall, if and so long as the statutory conditions are fulfilled in his case and he is not disqualified under the Unemployment Insurance Act, 1920 [10 & 11 Geo. 5, c. 30] (in this Act referred to as "the principal Act"), for the receipt of unemployment benefit (in this Act referred to as "benefit"), be entitled, subject to the provisions of the Unemployment Insurance Acts, 1920 to 1924, and to the provisions contained in Part I of the First Schedule to this Act (which re-enacts with modifications the provisions of the Second Schedule to the principal Act), to receive such benefit in accordance with the provisions hereinafter contained in this section.

(2) An applicant for benefit in whose case the requirements of subsection (1) of this section are fulfilled shall, unless the number of the contributions paid in respect of him since the beginning of the insurance year next before the beginning of the benefit year in which the application for benefit is made is less than twenty, be entitled to receive benefit in the proportion of one week's benefit for every six contributions paid in respect of him and for periods not exceeding in the aggregate twenty-six weeks in a benefit year.

(3) If an applicant for benefit in whose case the requirements of subsection (1) of this section are fulfilled is not entitled thereto under the provisions of the last preceding subsection, by reason either that the number of contributions paid in respect of him within the period therein mentioned is less than twenty, or that sufficient contributions are not standing to his credit or that he has already received benefit for periods amounting in the aggregate to twenty-six weeks in the benefit year in which the application is made, he shall nevertheless be entitled to receive benefit if in addition to satisfying the requirements aforesaid he also proves—

(a) that he is normally employed in such employment as would make him an employed person within the meaning of the principal Act (in this Act referred to as "insurable employment"), and will normally seek to obtain his livelihood by means of insurable employment:

(b) that in normal times insurable employment suited to his capacities would be likely to be available for him;

(c) that he has, during the two years immediately preceding the date of the application for benefit, been employed in an insurable employment to such an extent as was reasonable, having regard to all the circumstances of the case and in particular to the opportunities for obtaining insurable employment during that period;

(d) that he is making every reasonable effort to obtain employment suited to his capacities and is willing to accept such employment.

For the purposes of paragraph (c) of this subsection:

(i) in the case of a seaman, marine, soldier or airman in respect of whom a payment is to be made or has been made under section forty-one of the principal Act, service as seaman, marine, soldier, or airman: and

(ii) in the case of any person formerly engaged in war service, the undergoing of training for an insurable occupation, where the cost of the training is defrayed out of funds administered by the Minister or by the Minister of Pensions;

shall be treated as employment in insurable employment.

In the foregoing provision the expression "person formerly engaged in war service," has the same meaning as in the Unemployment Insurance Act, 1922 [12 Geo. 5, c. 7].

(4) Notwithstanding that the employment of an insured contributor has terminated, he shall not be deemed to be unemployed within the meaning of this section during a period in respect of which he continues to receive wages or receives any payment by way of compensation for the loss of, and substantially equivalent to, the remuneration which he would have received if the employment had not terminated.

(5) For the purposes of this Act, the expression "benefit year" means in relation to any insured contributor the period of twelve months commencing on the date on which that contributor first makes an application for benefit next after this Act comes into operation, and every subsequent period of twelve months commencing on the date on which that contributor first makes an application for benefit next after the termination of his last preceding benefit year:

Provided that, if in the case of any insured contributor this Act comes into operation at a time when he is continuously unemployed, the benefit year current at the commencement of this Act shall, unless the Minister otherwise directs, continue in relation to him until the date on which the period of continuous unemployment ceases, but not in any case beyond the fifteenth day of October, nineteen hundred and twenty-four.

(6) In the case of a person who has satisfied the requirements for the receipt of benefit in the first benefit year, as defined in section three of the Unemployment Insurance Act, 1923 [13 Geo. 5, c. 2], the Minister may, during such period as may be necessary for the examination of his qualifications for the receipt of benefit under this Act, but not exceeding six weeks next after the passing of this Act, authorise payment of benefit to him under subsection (3) of this section, as if he were a person who complied with the requirements of that subsection.

2. *Rates of unemployment benefit.*]—(1) As from the second Thursday next after the commencement of this Act benefits shall be at the weekly rates set out in Part II of the First Schedule to this Act.

(2) Section one of the Unemployment Insurance Act, 1922 (which provides that the weekly rate of benefit authorised by the Unemployment Insurance Acts, 1920 and 1921 [11 & 12 Geo. 5, c. 1], shall be increased in respect of certain dependants), shall apply to the weekly rate of benefit authorised by this section as it applies to the weekly rate of benefit authorised by the said Acts, subject to the following modifications, namely, that the increase—

(a) shall be allowed in the case of an unmarried person (not being a person entitled to an increase under the said section otherwise than in respect of his dependent children) who has living with him and is wholly or mainly maintaining his widowed mother;

(b) shall be allowed in the case of a widow or an unmarried woman who has residing with her any female person for the purpose of having the care of her dependent children and is maintaining that person; and

(c) in respect of a child shall be two shillings instead of one shilling.

3. *Amendment as to statutory conditions.*]—(1) Section seven of the principal Act (which prescribes the statutory conditions for the receipt of benefit) shall be amended as follows:—

(a) The following paragraphs shall be substituted respectively for paragraphs (i), (iii) and (iv) of subsection (1):—

"(i) that he proves that not less than thirty contributions have been paid in respect of him under this Act since the beginning of the first of the two insurance years next before the beginning of the benefit year in which the application for benefit is made;"

"(iii) that he is capable of and available for work;"

"(iv) that he is genuinely seeking work, but unable to obtain suitable employment;"

(b) After the words "than those" in paragraph (b) of the proviso to subsection (1) there shall be inserted the words "which he might reasonably have expected to obtain having regard to those."

(2) During the period between the commencement of this Act and the first day of October, nineteen hundred and twenty-five, a person shall be entitled to receive benefit if the Minister thinks fit so to direct in his case, notwithstanding that the first statutory condition may not have been fulfilled in his case.

4. *Amendments as to disqualifications for receipt of unemployment benefit.*]—(1) Subsection (1) of section eight of the principal Act (which imposes a disqualification for the receipt of benefit during a stoppage of work) shall not apply in any case in which the insured contributor proves that he is not participating in or financing or directly interested in the trade dispute which caused the stoppage of work, and that he does not belong to a grade or class of workers members of which are participating in or financing or directly interested in the dispute, or that the stoppage is due to an employer acting in a manner so as to contravene the terms or provisions of any agreement existing between a group of employers where the stoppage takes place, or of a national agreement to either of which the employers and employees are contracting parties.

(2) Subsection (3) of section eight of the principal Act (which disqualifies an insured contributor for the receipt of benefit while he is an inmate of any workhouse or other institution supported wholly or partly out of public funds) shall not apply in the case of an insured contributor who is an inmate of an institution used as a place of residence for workers if he proves that he was an inmate of the institution immediately before he became unemployed and that during the time when he was employed he paid the whole or a substantial part of the cost of his maintenance as such inmate.

5. *Amount of state contribution.*]—(1) The contribution to be made for the purposes of section five of the principal Act out of moneys provided by Parliament shall be at a rate equal to one-half of the aggregate amount of the contributions paid in respect of the employed person by himself and his employer, or, in the case of an exempt person, paid by his employer, and subsections (3) and (7) of the said section five shall have effect accordingly.

(2) This section shall have effect as from the date to be prescribed by the Minister under subsection (2) of section four of the Unemployment Insurance Act, 1923, as the date on which new rates of contribution are to come into force.

6. *Amendment of s.* 12 (3) *of principal Act.*]—There shall be included among the expenses of which account may be taken for the purposes of the proviso to subsection (3) of section twelve of the principal Act (which provides that such sum as the Treasury may direct, not exceeding one-eighth of the receipts of the unemployment fund, shall be applied as an appropriation in aid of the moneys provided by Parliament for the purpose of the salaries, remuneration and expenses therein mentioned)—

(*a*) such sum as in the opinion of the Treasury approximately represents the amount in each year of the accruing liability in respect of the benefits to which any officers, inspectors or servants employed for the purposes of the principal Act will on their retirement become entitled under the Superannuation Acts, 1834 to 1919; and

(*b*) any capital expenditure incurred for the purpose of providing premises for the purposes of the principal Act:

Provided that, if in any case where the amount of any such capital expenditure has been charged to the unemployment fund the premises in respect of which the expenditure was incurred are sold or are used for purposes other than those of the said Act, there shall be deducted from the amount thereafter chargeable to the unemployment fund under the said proviso such sum as may be determined by the Treasury, with the consent of the Minister, to represent the then value of the premises; and

(*c*) in the case of any premises occupied for the purposes of the principal Act in respect of which no rent is payable, such an amount as is estimated by the Treasury, with the consent of the Minister, to represent the rental value of the premises, after allowing for any capital expenditure incurred as aforesaid, which has been charged to the unemployment fund.

7. *Amendments to s.* 17 *of principal Act.*]—(1) Section seventeen of the principal Act (which provides for arrangements being made with associations which make payments to their members while unemployed for the payment to such associations of sums out of the unemployment fund equivalent to the amount which those members would have received by way of unemployment benefit), as amended by any subsequent enactment, shall have effect as if in subsection (1) thereof there were substituted for the words "which those persons would have received" the words "which those persons would have been entitled to receive."

(2) Where in consequence of a decision of an insurance officer or umpire or a recommendation of a court of referees a society or other association has paid to one of its members any sum by way of provision for unemployment, then, if the decision or recommendation is subsequently revised, so much of that sum as represented the amount of benefit which but for the arrangement would have been payable to that person may, unless that person shows that the sum was received by him in good faith and without knowledge that he was not entitled thereto, be recovered, without prejudice to any other remedy, by means of deductions from any benefit or from any payment from the society or other association to which that person thereafter becomes entitled.

Any question whether a person is liable under the provisions of this subsection to have a reduction made from any benefit or payment due to him shall be determined in the same manner as a claim for benefit.

8. *Abolition of power to make special schemes.*]—(1) The power of the Minister under section eighteen of the principal Act to make special orders approving or making special schemes shall be suspended until the expiration of one year from the termination of the deficiency period referred to in the Unemployment Insurance (No. 2) Act, 1921 [11 & 12 Geo. 5, c. 15]:

Provided that the foregoing provision shall not affect the power of the Minister to approve a scheme if a draft thereof appearing to him to be complete was submitted to him before the third day of April, nineteen hundred and twenty-four, and application was before that date made to him to approve the scheme in accordance with the provisions of section eighteen of the principal Act.

(2) For the purpose of securing in the case of a special scheme (whether approved before or after the commencement of this Act) that like rates of benefit shall be payable to the persons to whom the scheme applies as are payable under this Act, and that the benefits under the scheme shall otherwise be not less favourable that those provided by the general provisions of the Unemployment Insurance Acts, 1920 to 1924 (but for no other purpose), the Minister may, after consultation with the body charged with the administration of the scheme, notwithstanding anything in the said section eighteen, by order vary or amend the provisions of the scheme, and any such order may provide for consequential amendments as to the rates of contribution and otherwise.

(3) Subsection (7) of section eighteen of the principal Act (which provides for the payment of a certain sum in every year out of moneys provided by Parliament to the body charged with the administration of a special scheme) shall cease to have effect.

(4) The power of the Minister under subsection (9) of section eighteen of the principal Act to vary or amend the provisions of a scheme made under that section may, except in the case of provisions relating to rates of contribution, rates or duration of benefit, or the constitution of the body charged with the administration of the scheme, be exercised by order instead of by special order.

Any order, not being a special order, made under the said subsection (9), as amended by this subsection, for varying or amending the provisions of a scheme shall be laid before both Houses of Parliament in the same manner as regulations made under the principal Act, and subsection (3) of section thirty-five of the principal Act shall apply accordingly.

9. *Amendment as to refunds of contributions.*]—(1) If on an application made under this section the Minister is satisfied that any person who is or has been an insured contributor had before the date on which this section comes into operation—

(*a*) paid contributions in respect of not less than fifty weeks in accordance with the general provisions of the principal Act; and

(*b*) reached the age of fifty years;

that person or his personal representative shall be entitled to be paid out of the unemployment fund a sum representing the present worth as on that date of the amount of the excess value of the contributions paid by him as increased (in the case of an insured contributor who has not attained the age of sixty years) by compound interest at the rate of two-and-a-half per cent. per annum on the amount of that excess value from the date aforesaid until the date on which he would attain the age of sixty years.

(2) An application for a payment under this section must be made in the prescribed manner and within twelve months after the date on which this section comes into operation.

(3) For the purposes of this section—

(*a*) the amount of the excess value of the contributions paid by an insured contributor shall be taken to be the amount by which the total amount of the contributions actually paid by him exceeds the aggregate of the sums received by him by way of benefit, together with compound interest on that excess up to the date on which this section comes into operation at such rate and calculated in such manner as is directed by section twenty-five of the principal Act:

(*b*) in calculating the excess value of contributions—

(i) contributions and benefit paid subsequently to the seventh day of November, nineteen hundred and twenty, shall be reckoned as if they had been paid at the rates at which contributions and benefit were respectively payable under the principal Act as originally enacted; and

(ii) no account shall be taken of contributions repaid or refunded, of benefit previously taken into account for the purposes of a refund under any of the provisions of the principal Act, of grants or contributions paid under the Unemployed Workers' Dependants (Temporary Provisions) Act, 1921 [11 & 12 Geo. 5, c. 62], of contributions on account of which a payment has been made under subsection (10) of section eighteen of the principal Act to the body charged with the administration of a special scheme, or, where no contributions have been paid in respect of any person for a period comprising five insurance years, of contributions paid in respect of him, or benefit paid to him, before the last such period; and

(*c*) The present worth of the amount of the excess value of contributions as increased by any such compound interest as aforesaid (if any) shall be calculated in manner prescribed by regulations, and any regulations made for that purpose shall direct that in making the calculation regard shall be had, among other matters, to the fact that contributions may cease for a period comprising five insurance years to be paid in respect of the insured contributor, and, in the case of an insured contributor who has not attained the age of sixty years, to the fact that he may not live to attain that age.

(4) Payment to an insured contributor under this section shall not affect his liability to pay contributions.

(5) Section twenty-five of the principal Act shall cease to have effect, except that, where any person had before the date upon which this section comes into operation become entitled to claim a repayment under that section, an application may be made in that behalf under that section instead of under this section at any time within twelve months after the date on which this section comes into operation, and no repayment to which any person may be entitled under section ninety-five of the National Insurance Act, 1911 [1 & 2 Geo. 5, c. 55], shall be made unless an application for repayment is made to the Minister within the said period of twelve months.

(6) If in any case where there is a failure to make any such application as is mentioned in this section within the period of twelve months after the date on which this section comes into operation it is shown to the satisfaction of the Minister that there was good cause for the failure, the Minister may allow the application to be made at any time within four years after the expiration of the said period.

(7) This section shall come into operation on the seventh day of July, nineteen hundred and twenty-four.

10. *Amendment as to forces of the Crown.*]—(1) Subsection (2) of section forty of the principal Act, which provides that a man of the Air Force Reserve shall be deemed while undergoing training to be an employed person in the service of the Crown, shall apply to men of the Auxiliary Air Force as it applies to men of the Air Force Reserve.

(2) The following subsection shall be substituted for subsection (1) of section nine of the Unemployment Insurance (No. 2) Act, 1921:—

"(1) Where after the passing of this Act any person—

(*a*) being a naval pensioner or a man of the Naval Reserves, Army Reserve, or Air Force Reserve, is called into actual service on an occasion of great emergency or called out for service otherwise than for training, as the case may be; or

(*b*) engages as a seaman in the Navy, or enlists as a marine in the Royal Marines, as a soldier in the regular Army or as an airman in the regular Air Force, on an occasion of great emergency for service during the emergency; or

(*c*) being a man of the Territorial Army, is called out for actual military service or is embodied, or, being a man of the Auxiliary Air Force, is called out for actual Air Force service or is embodied;

he shall, during the period of four months from the date on which he is so called into actual service, called out for service, engages, enlists, is called out for actual military service or actual Air Force service, or is embodied, as the case may be, or during the period between that date and the date on which the service or embodiment terminates, whichever period is the shorter, be treated for the purposes of section forty of the principal Act, as amended by any subsequent enactment, as if he were a man of the Naval Reserves, the Army Reserve, the Air Force Reserve, the Territorial Army or the Auxiliary Air Force, as the case may be, undergoing training and in receipt of pay out of moneys provided by Parliament for the Navy, Army, or Air Force services."

(3) Section forty-one of the principal Act (which makes special provision with respect to discharged seamen, marines, soldiers, and airmen), as amended by any subsequent enactment, shall have effect as if—

(*a*) The references therein to soldiers and airmen included respectively references to men of the Territorial Army and men of the Auxiliary Air Force who, having been called out for actual military service or actual Air Force service, or having been embodied, are not discharged within the period of four months mentioned in the section directed by this section to be substituted for subsection (1) of section nine of the Unemployment Insurance (No. 2) Act, 1921; and

(*b*) In subsection (4) thereof the words "who is discharged at his own "request or at the request of his parent or guardian or" were omitted, and after the words "civil court" there were inserted the words "or to "any person discharged on account of fraudulent enlistment," and at the end thereof there were inserted the words "or to any seaman, marine, "soldier or airman who is discharged at his own request, or at the request "of his parent or guardian or of some other interested person, unless "he is discharged within three months of the date when he is due for "discharge for the purpose of taking up civil employment which would "not otherwise remain open for him"; and

(*c*) In subsection (5) thereof, at the end of the definition of "seaman" there were added the words "but does not include native ratings, or "Maltese recruited outside the United Kingdom," and at the end of the definition of "airman" there were added the words "other than a native "or a Maltese recruited outside the United Kingdom."

11. *Period within which proceedings may be brought for recovery of sums recoverable summarily as civil debts.*]—Proceedings for the summary recovery as civil debts of sums due to the unemployment fund may, notwithstanding anything in any Act to the contrary, be brought at any time within twelve months from the time when the matter complained of arose, or, where the complaint is in respect of a consecutive series of unpaid contributions or a consecutive series of payments on account of benefit, within twelve months from the date on which the last of the contributions became payable or the last payment on account of benefit was received.

12. *Power to make regulations with respect to appointment of persons to represent deceased or insane persons.*]—Provision may be made by regulations under section thirty-five of the principal Act for the appointment of a person to receive on behalf of or as representative of an insured contributor who becomes of unsound mind or dies any sums payable out of the unemployment fund to or in respect of him.

13. *Provision as to persons employed on night work.*]—The power of the Minister under section thirty-five of the principal Act to make regulations shall include power to make regulations prescribing, either generally or with respect to any special class of cases, that where a period of employment begun on one day extends over midnight into another day, the person employed shall be treated as having been employed on such one or other only of those two days as the regulations may direct.

14. *Amendment of subsection (2) of s. 14 of principal Act.*]—The following shall be substituted for subsection (2) of section fourteen of the principal Act:—

(2) The accounts of the employment fund shall be examined by the Comptroller and Auditor General and shall, together with his report thereon, be laid before Parliament.

15. *Changes in insurance year.*]—The Minister may by regulations prescribe the date on which the period constituting the insurance year is to commence, and any such regulations may contain such consequential and supplemental provisions as appear to the Minister to be necessary for dealing with or regulating the transition from the old to the new period, and in particular for making provision with respect to any period of time between the end of one insurance year and the commencement of the next insurance year.

16. *Consequential and minor amendments.*]—The amendments specified in the second column of the Second Schedule to this Act (which relate to consequential and minor matters) shall be made in the enactments specified in the first column of that Schedule.

17. *Short title, repeal, decision of questions, application and commencement.*]—(1) This Act may be cited as the Unemployment Insurance (No. 2) Act, 1924, shall be included among the Acts which may be cited together as the Unemployment Insurance Acts, 1920 to 1924, and shall be construed as one with those Acts, and any reference in this Act to those Acts, or to any of them, or to any provision contained in any of them, shall, unless the context otherwise requires, be construed as a reference to those Acts, that Act, or that provision, as amended by this Act.

(2) The enactments set out in the Third Schedule to this Act are hereby repealed to the extent mentioned in the third column of that Schedule.

(3) If a question arises whether a person satisfies the additional conditions required to be satisfied by a person applying for benefit under subsection (3) of section one of this Act, or with respect to the date of the making of an application for benefit, that question shall be decided by the Minister, whose decision thereon shall be final.

(4) The Minister may, if he thinks fit, refer to any committee to which questions may be referred under subsection (5) of section thirteen of the principal Act any question which is to be decided by him under this Act, and any question arising under subsection (2) of section three of this Act whether a person should be allowed to receive benefit notwithstanding that the first statutory condition is not fulfilled in his case.

(5) The provisions of this Act amending sections forty and forty-one of the principal Act shall have effect with respect to those sections (as amended by any subsequent enactment, including any Order in Council made under the Government of Ireland Act, 1920 [10 & 11 Geo. 5, c. 67]) as they apply to Northern Ireland, but save as aforesaid this Act shall not apply to Northern Ireland.

(6) The Minister may by regulations provide for the transition from the provisions of the Unemployment Insurance Acts, 1920 to 1924, to the provisions of those Acts as amended by this Act.

SCHEDULES.

FIRST SCHEDULE.

PART I.

[Section 1.]

SUPPLEMENTAL PROVISIONS RELATING TO RIGHT TO UNEMPLOYMENT BENEFIT.

1. Benefit shall be payable in respect of each week after the first three days of a continuous period of unemployment.

2. No person shall receive benefit in respect of any period of less than one day.

3. The following provisions shall have effect for the purpose of determining the number of contributions which are to be taken as standing at any time to the credit of any person:—

(*a*) Where owing to the fact that the wages or other remuneration of an employed person are paid at intervals greater than a week, or for any other like reason, contributions are paid in respect of any person at intervals greater than a week, that person shall be entitled to treat each of those contributions as being such number of contributions as there are weeks in the period in respect of which the contribution was paid:

(*b*) there shall be deducted from the aggregate number of contributions actually paid in respect of him one contribution in respect of each day of benefit previously received by him, exclusive of any benefit received in respect of the period between the seventh day of November, nineteen hundred and twenty, and the termination of the fourth special period, or in the case of benefit received in respect of the period before the eighth day of November, nineteen hundred and twenty, five contributions in respect of each week of benefit received.

4. Any time during which a person is under the provisions of the principal Act disqualified, otherwise than by reason of being in receipt of sickness or disablement benefit or disablement allowance under the National Health Insurance Acts, 1911 to 1922, for receiving benefit shall be excluded in the computation of continuous periods of unemployment under this Part of this Schedule.

5. A period of unemployment shall not be deemed to commence until the date on which the insured contributor makes application for benefit in the prescribed manner:

Provided that regulations may be made under section thirty-five of the principal Act for authorising some earlier date to be substituted for the date of the application in cases in which good cause is shown for delay in making the application.

PART II.

[Section 2.]

WEEKLY RATES OF UNEMPLOYMENT BENEFIT.

Class of Persons to whom Rate applies.	Rate of Benefit.
	s. *d.*
Men	18 0
Women	15 0
Boys who have attained the age of sixteen years, but are under the age of eighteen years	7 6
Girls who have attained the age of sixteen years, but are under the age of eighteen years	6 0

residuals in their own factory, erected for the purpose, instead of purchasing it from the chemical manufacturers.

Decision of Astbury, J., reported 68 SOL. J. 384; 1924, 1 Ch. 422, affirmed.—DEUCHAR *v.* GAS LIGHT AND COKE CO., *C.A.*, 752; 1924, 1 Ch. 422.

HIGHWAY :—

Locomotive—Motor Car—Motor Lorry—Accident—Defective Axle—Damage to Plaintiff's Van—Breach of Statutory Regulation—Statutory Remedy—Exclusion of Remedy of Individual—Motor Cars (Use and Construction) Order, 1904, *Art. II, Reg. 6—Locomotives on Highways Act*, 1896, 59 & 60 *Vict., c.* 36, *s.* 7.—The defendants' motor lorry was being driven on the highway, when one of the axles broke and a wheel came off and ran along the road and collided with and damaged the plaintiff's van. The plaintiff claimed damages on the ground of the negligence of the defendants, or, alternatively, on the ground of a breach of the Motor Cars (Use and Construction) Order, 1904, Art. II, Reg. 6, which provides: "The motor car and all the fittings thereof shall be in such a condition as not to cause, or to be likely to cause, danger to any person on the motor car or on any highway." The Order was made under the Locomotives on Highways Act, 1896, which Act provides a penalty for breach of any regulation made under it. The learned judge who tried the case found on the facts that the defendants were not guilty of negligence, and, therefore, the only question was, whether the plaintiff was entitled to damages for the breach of the above regulation.

Held, that as the regulation was included in a number of regulations, which were made for the protection of the public generally and partly for the protection of the roads, and a statutory remedy was provided for the breach of it, it did not apply to individuals, and it was not intended to give an individual aggrieved a civil remedy. The plaintiff's claim, therefore, failed.

Decision of the Divisional Court, 1923, 1 K.B. 539, affirmed.—PHILLIPS *v.* BRITANNIA HYGIENIC LAUNDRY CO., *C.A.*, 102; 1923, 2 K.B. 832.

HUSBAND AND WIFE :—

1. *Desertion—Husband Orders Wife to Leave Home—Request to Return—Wife's Refusal—Refusal to Return Justified by Husband's Conduct—Desertion Continuing—Summary Jurisdiction (Married Women) Act*, 1893.—A husband who was proved guilty of acts of cruelty towards his wife finally ordered her to leave his house and take two of her children with her. She did so and returned to her parents' home. Immediately afterwards he begged her to return, but she refused to do so, and then took out a summons before the justices for separation and maintenance. The justices found that the husband had deserted his wife, and made an order that she was no longer bound to cohabit with him, and that he should pay her a weekly sum for maintenance, and gave the wife the custody of the children.

Held, that the desertion was a continuing offence which had not been put an end to by the husband's offers to take his wife back, and that the wife in the circumstances was justified in refusing to accept such offers.

Decision of the Divisional Court of the Divorce Division (Sir H. Duke, P., and Hill, J.) affirmed.

Russell v. *Russell*, 1895, P. 315, applied.—THOMAS *v.* THOMAS, *C.A.* 339; 1924, P. 194.

2. *Restitution of Conjugal Rights—Sincerity of Applicant—Whether* bonâ fides *essential to Success of Petition—Matrimonial Causes Act*, 1857, 20 & 21 *Vict. c.* 85, *ss.* 17, 22—*Matrimonial Causes Act*, 1884, 47 & 48 *Vict. c.* 68, *s.* 5—*Divorce Rules No.* 175.—Where one of the parties to a marriage petitions for a restitution of conjugal rights, there must be sincerity in the application; the petitioner must be sincerely anxious for the return of the other spouse, and must be ready to render conjugal rights as well as to receive them. Lack of *bona fides* upon the petitioner's part will justify the court in refusing to grant the petition.

Palmer v. *Palmer*, 67 SOL. J. 748; 1923, P. 180, followed.—HARNETT *v.* HARNETT, *C.A.* 366; 1924 P. 41.

3. *Solicitor—Costs—Proceedings Instituted by Wife against Husband—Liability of Husband for Wife's Costs.*—A wife incurred costs in respect of preliminary enquiries made on her behalf by a firm of solicitors, with a view to preparing a petition for divorce against her husband. Ultimately, the parties came to an arrangement, but continued to live apart. The solicitors commenced an action against the husband for the costs incurred by the wife.

Held, that it was essential in such a case as this for the solicitor to prove clearly that he acted on reasonable grounds, that he made adequate enquiries, and that he showed proper diligence and full care; and that, on the facts, the plaintiffs were entitled to recover the costs from the husband.

Dicta of Mathew, J., in *Taylor* v. *Hastie*, 47 L.T. Rep. 440, and Turner, L.J., in *Re Hooper*; *Baylis* v. *Watkins*, 12 W.R. 324; 2 De G. J. & S. 91, questioned as being opposed to the body of authority.—ABRAHAMS & Co. *v.* BUCKLEY, *K.B.D.* 596; 1924, 1 K.B. 903.

4. *Wife's Authority to Pledge Husband's Credit—Necessaries—Solicitor's Costs—Divorce Proceedings by Wife—Guilty Wife—Solicitor not informed of Wife's Misconduct—Wife's Petition Dismissed for Want of Prosecution—Claim against Husband for Solicitor's Costs.*—A wife consulted a solicitor with a view to obtaining a divorce. The wife had herself committed adultery, but did not disclose that fact to her solicitor. The solicitor having made careful inquiries, ascertained that the husband had committed adultery and obtained evidence on which it was reasonable to suppose that a charge of cruelty would be established. A petition for divorce was duly presented by the solicitor acting on behalf of the wife. Subsequently, the solicitor came to know that the wife had herself been guilty of adultery. Thereupon, the petition was abandoned and was in due course dismissed for want of prosecution.

Held, that the solicitor could not recover the wife's costs from the husband.

Decision of Rowlatt, J., 68 SOL. J. 540, affirmed.—DURNFORD *v.* BAKER, *C.A.* 790.

5. *Wife's Separate Property—Matrimonial Home belonging to Wife—Right to Exclude Husband—Married Woman's Property Act*, 1882, 45 & 46 *Vict. c.* 75, *s.* 12.—By s. 12 of the Married Woman's Property Act, 1882, a married woman has all the remedies for the protection and security of her separate property as if she were a *feme sole*, and can enforce those remedies even against her husband. Therefore, although it is the duty of husband and wife to live together, yet where the husband's conduct has been bad, and such as would enable her to maintain or defend proceedings against him in a matrimonial suit, she may obtain an order to exclude him from a house which is her separate property, in spite of that house being the matrimonial home of the parties.—SHIPMAN *v.* SHIPMAN, *C.A.* 498.

INDEMNITY :—

1. *Compensation—Defence of the Realm—Munitions—Production—Increase or Maintenance—Control of Factories—Interference with Claimant's Business—Not Direct and Particular Interference—"Direct Loss"—Indemnity Act*, 1920, 10 & 11 *Geo.* 5, *c.* 48, *s.* 2. *Schedule, Part II.*—Section 2 of the Indemnity Act, 1920, provides for compensation to be awarded for loss suffered by reason of directions by the executive in accordance with the Schedule, Part II, which provides that "the compensation to be awarded shall be assessed by taking into account only the direct loss or damage suffered by the claimant by reason of direct and particular interference with his property or business."

Those words must be construed strictly, and compensation will not be awarded unless the loss incurred is a direct loss or damage suffered by the claimant by reason of direct and particular interference with his property or business.

Where, therefore, the Admiralty, under the Defence of the Realm Regulations, directed trawler builders, with whom the claimant had a contract for the building of trawlers, not to proceed further with any work on the trawlers, but to do Admiralty work,

Held, that there had been no direct and particular interference with the claimant's business and that he was not entitled to compensation under the Act.

Moss Steamship Co. v. *Board of Trade*, 1923, 1 K.B., 447 C.A.; 1924, A.C. 133; 68 SOL. J. 184, and *Elliott Steam Tug Co., Ltd.* v. *The Shipping Controller*, 1922, 1 K.B. 127, considered.

BLACK *v.* ADMIRALTY COMMISSIONERS, *C.A.*, 866.

2. *Compensation—Taking Possession—Question of Law—Appeal—Indemnity Act*, 1920, 10 & 11 *Geo.* 5, *c.* 48, *s.* 2.—It is not the practice for the War Compensation Court in every case to give details of the sums which they award or decline to award, and in this particular case the House declined to send the matter back with a request for details.—MOFFAT HYDROPATHIC CO. *v.* SECRETARY FOR WAR, *H.L.*, 535; and see Shipping.

INFANT :—

Custody—Religious Education—Parents Dead—Claims by Roman Catholic and Presbyterian Relatives—Paramount Consideration—Welfare of the Children.—In exercising the jurisdiction with regard to the custody and religious education of infants the paramount consideration for the court is the welfare of the children, and where such welfare requires it the wishes of the father will be disregarded.—WARD *v.* LAVERTY, *H.L.*, 629.

INSURANCE :—

1. *Burglary and Theft—Exception in case of Riot—Robbery by Four Armed Men—Meaning of "Riot."*—The appellants insured the respondents against burglary and theft, excepting loss by riot. Four armed men entered the premises, held up the employees with revolvers and took away £1,250 odd cash. On a claim by the respondents for the loss the appellants relied on the exception.

Held, that the loss was caused by a riot within the meaning of the policy, and therefore the appellants were not liable.

LONDON AND LANCASHIRE FIRE INSURANCE CO. *v.* BOLANDS, *H.L.*, 629.

2. *Endowment Policy—Policy Moneys payable at end of Twenty-one Years to Daughter of Assured if then alive—Assured's Death within Period—Destination of Policy Moneys—No Trust for Daughter.*—The mere fact that policy moneys are expressed to be paid to somebody other than the assured does not make the assured a trustee of the policy or of the policy moneys for the person so nominated.

Cleaver v. *The Mutual Reserve Fund Life Association*, 1892, 1 Q.B. 147, followed.—*Re* ENGELBACH, *Romer, J.*, 208.

3. *Marine—Commencement of Risk*—Terminus a quo—*"Warehouse to Warehouse" Clause—Damage by Fire before Shipment.*—A policy of marine insurance covered goods from Antwerp to India, beginning from the loading aboard ship, but subject to a warehouse to warehouse clause. The goods were sent from the factory to Antwerp by canal barge, and while warehoused there to await shipment were damaged by fire. The insurers denied liability on the ground that the goods had not left the shippers.

Held, that the loss was not covered by the policy.—*Re* TRADERS AND GENERAL INSURANCE ASSN., *Eve, J.*, 615; 1924, 2 Ch. 187.

4. *Marine—Mortgagees—Insurable Interest—Ship Scuttled—Connivance of Owner—"Perils of the Sea"—Warranty.*—The appellants, as insurance brokers, insured a ship on behalf of the owner and his mortgagee. The vessel was scuttled with the connivance of the owner, but without any connivance of the mortgagee. The policy contained a warranty that the amount insured on freight should not exceed a certain amount, but the freight was insured in excess of this amount.

Held, that the mortgagee had an insurable interest, and that his title was not impaired by the fraud of the owner, but that there had been a breach of warranty, and that the mortgagee could not recover as for a loss by "perils of the sea."—SAMUEL & CO. *v.* DUMAS, *H.L.*, 439; 1924, A.C. 431.

5. *Marine—Ship Scuttled—Connivance of Owner—Position of Mortgagee—No direct Interest in Policy—Interest only Derivative—Marine Insurance Act*, 1906, *s.* 50 (2).—The owner of a steamship took out a marine insurance policy on the steamer with the respondents. During the currency of the policy the steamer was scuttled with the connivance of the owner. The appellants were innocent mortgagees of the ship, and alleged that they were fully interested in the policy as mortgagees and claimed against the underwriters for the loss.

Held, that the mortgagees were not parties to the contract of insurance, and took merely a derivative interest in it from the owner, whose wrongful act debarred them from recovering.—GRAHAM SHIPPING CO. *v.* MERCHANTS INSCE. CO., *H.L.*, 273; 1924, A.C. 294.

6. *Marine—Total Loss—Ship Scuttled—Evidence—Onus of Proof—Perils of the Sea.*—Whether or not it is the duty of underwriters to discharge the onus of showing that a ship has been wilfully cast away, the respondents had in this case discharged the onus and had proved that the ship had been scuttled with the connivance of the owner. Neither the owner nor the mortgagees could therefore recover on the policy.—ANGHELATOS *v.* NORTHERN ASSURANCE CO., *H.L.*, 812.

7. *Motor Car—Car driven by Person other than the Insured—Accident—Injury to Passengers—Action for Damages against Insured and Driver of Car—Whether Amount Recoverable Under Policy—Life Assurance Act*, 1774, 14 *Geo.* 3, c. 48, *ss.*1, 2, 4.—In July, 1921, a policy of insurance was taken out by the owner of a motor car in respect of his car. The insurance company thereby agreed to indemnify the owner of the car against damage to the car and against all sums for which the insured (or any licensed personal friend or relative of the insured while driving the car, with the insured's general knowledge and consent) should become legally liable in compensation for loss of life or accidental bodily injury caused to any person, other than a person in the insured's employment or a member of the insured's household. The policy contained an arbitration clause. While the car was being driven on 27th October, 1921, by a sister of the owner of the car, a collision occurred, resulting in an accident, in consequence of which personal injuries were suffered by passengers in the car, who were not in the employment of the assured, and who were not members of his household. They commenced proceedings against the owner of the car, and his sister, and were awarded damages. The owner claimed to recover from the insurance company the amount of the damages and the costs of the proceedings, and his claim was upheld by arbitrators, who stated this special case.

Held, that the company was liable to pay to the insured the amount claimed, the policy being an insurance of goods (*i.e.*, of the motor car), and, therefore, only incidentally covering third party risks, and not affected by the provisions of the Life Assurance Act, 1774.—WILLIAMS *v.* BALTIC INSURANCE ASSOCIATION, *K.B.D.*, 814.

8. (*National Health*)—*Approved Society—Membership—Expulsion—Unmarried Woman—Pregnancy—Immoral Conduct—Distinction between Status of Membership and "Right to Benefits"—National Insurance Act*, 1911, 1 & 2 *Geo.* 5, *c.* 55, *s.* 30—*National Health Insurance Act*, 1918, 7 & 8 *Geo.* 5, *c.* 62, *s.* 12 (3).—A society, which was an approved society under s. 30 of the National Insurance Act, 1911, purported, by virtue of one of the rules under which it was empowered to expel members for immoral conduct, to expel from membership an unmarried woman who became pregnant.

Held, that the rule was not *ultra vires*, and that so long as she was not deprived of her transfer rights the society was entitled to exclude her from the status of membership and from future contingent benefits, but not from benefits to which, but for that provision, she would have been entitled.

SUTTON *v.* NEW TABERNACLE SOCIETY, *K.B.D.*, 421; 1924 1 K.B. 494.

9. *Winding Up—Set-off—Policy mortgaged to Company—Set-off of Ascertained Value against Mortgage Debt—Bankruptcy Act*, 1914, *ss.* 30, 31—*Assurance Companies Act*, 1909, *s.* 17.—A policy-holder mortgaged his policy to the assurance company to secure an advance. During the currency of the policy the company was wound up, and the policy was valued under s. 17 of the Assurance Companies Act, 1919. The policy-holder then claimed to set off the ascertained value of the policy against the mortgage debt.

Held, that he was entitled to do so.

Ex parte Price, L.R. 10 Ch. 648, distinguished.—*Re* NATIONAL BENEFIT ASSURANCE CO., *Eve, J.*, 753.

INTERNATIONAL LAW :—

1. *Foreign Sovereign—Foreign Government Department—Trading Activity—Immunity from Process—Privilege not Waived—Proceedings* in Personam—*Submission to Arbitration.*—The defendants, the United States Shipping Board, were a department of the Government of the United States. They owned a fleet of vessels which were exclusively used in private trading. In October, 1920, the plaintiffs chartered one of the defendants' vessels. Subsequently, the plaintiffs alleged that they had made overpayments of freight and brought an action to recover the same from the defendants. The defendants moved to set aside the writ on the ground that they were a sovereign body, being a department of the United States of America and therefore could not be sued in the English Courts.

Held, that the mere fact that their ships were exclusively used in private trading did not render them liable to process in England, and there was no waiver of their immunity by reason of their mere submission to arbitration.—COMPANIA MERCANTIL ARGENTINA *v.* U.S. SHIPPING BOARD, *C.A.*, 666.

2. *Russian Bank with English Branch—Russian Decree Nationalising Banks—Dissolution of Head Office—Action by Manager of Branch—Power to Sue—Revocation of Authority—Estoppel.*—The manager of the London branch of a Russian bank in the name of the Russian bank sued the defendants for the return of certain bonds which had been deposited against a banker's credit, the amount due in respect of which had been paid off. The defendants refused to release the bonds on the ground that the plaintiffs could not give a valid receipt for them.

Held, that the defences set up by the defendants failed, and that the plaintiffs were entitled to a return of the bonds.

RUSSIAN COMMERCIAL BANK *v.* COMPTOIR D'ESCOMPTE DE MULHOUSE, *H.L.*, 841.

JUSTICES :—

Deputy Clerk—Partner in Firm of Solicitors acting in Civil Proceedings for one of the Parties—Acting Clerk at Consultation of Justices—Waiver.—A solicitor who is a member of a firm which is acting for the proposed plaintiff in civil proceedings about to be instituted against a person summoned before the magistrates in respect of the same circumstances, cannot, though he act with strict impartiality, properly occupy the position of justices' clerk during the hearing of the proceedings before the magistrates, unless any objection to his occupying that position has been waived.—REX *v.* SUSSEX JUSTICES, *K.B.D.*, 253; 1924, 1 K.B. 256.

LAND TRANSFER :—

Registration with Absolute Title—Right of Escheat in the Crown—Land Transfer Act, 1875, 38 & 39 *Vict.*, *c.* 87, *ss.* 7 *and* 105—*Land Transfer Act*, 1897, 60 & 61 *Vict.*, *c.* 65, *s.* 16. —The effect of s. 105 of the Land Transfer Act, 1875, is merely to provide that the right of the Crown to any escheat or forfeiture in the future, after the registration, by reason of the death of the registered proprietor, or of anyone claiming through him, without heirs, is not to be defeated, and it does not give the Crown the right to enforce a right to escheat as against a registered holder where registration is subsequent in date to the date of the Crown's right arising.—*Re* SUAREZ. *Romer, J.*, 419 ; 1924, 2 Ch. 19.

LANDLORD AND TENANT :—

1. *Covenant against Sub-letting without Landlord's Consent—Proviso—Exception of Underletting for Term not exceeding Three Years—Sub-letting of Part of Premises for Less than Three Years without Consent—Remainder Sub-let without Consent for More than Three Years—Forfeiture for Breach of Covenant.* —A lease contained a covenant not to assign, demise, underlet or otherwise part with the possession of the premises (except by will) for all or any part of the term without the consent of the lessor. There was a proviso that the clause should not apply to any under-letting of the premises or any part thereof for a term not exceeding three years. The lessees, without the lessor's consent, sub-let a portion of the premises on a weekly tenancy, and subsequently, without the lessor's consent, underlet the whole of the remainder of the demised premises for twenty-one years. In an action to recover possession of the premises, for breach of covenant not to underlet them without the plaintiff's consent.

Held, that the first sub-letting was not a breach of the covenant, because it was for less than three years, and therefore excepted by the proviso. As to the second sub-letting of the remainder of the premises, that was not a breach of the covenant because it was not a sub-letting of the whole premises The fact that the two sub-lettings together constituted a sub-letting of the whole premises was immaterial. There was no breach of covenant.—ROBERTS *v.* ENLAYDE, *C.A.*, 441 ; 1924, 1 K.B. 335.

2. *Covenant by Lessee "Not to Assign or part with his lease and the Premises . . . or any Part Thereof"—Sub-Lease of Part of the Premises—Breach of Covenant—Breach of Contract —Notice—Conveyancing Act*, 1881, 44 & 45 *Vict.*, *c.* 41, *s.* 14. —A lease of certain premises, made in November, 1899, for thirty years, contained a convenant that "the lessee shall not . . . during the last ten years of the term . . . assign or part with his lease or the premises or any part thereof without the licence and consent" of the lessor. In 1921, the first defendant, who was the assignee of the lease, mortgaged his interest in the premises by sub-demise to the second defendant, retaining in himself a few days. The mortgage deed excluded the right of the first defendant to grant leases under the Conveyancing and Law of Property Act, 1881. In November, 1921, the first defendant, who was then in possession as tenant at will, agreed to sub-let some rooms in the house to a tenant for three years giving the latter the option of continuing the tenancy so long as the landlord or his assignees should remain lessees of the premises. The plaintiffs alleged that this sub-letting of the rooms was a breach of the above covenant and claimed to recover possession and damages.

Held, by Bankes and Atkin, L.JJ., that, having regard to the decisions in *Doe* v. *Hogg*, 4 D. & Ry. 226, 1824, and *Crusoe* v. *Bugby*, 2 W. Bl. 776, 1700, and the fact that the covenant was ambiguous in that it did not make it quite clear that the intention of the parties was that the mere parting with possession of the premises should work a forfeiture, the plaintiffs had failed to prove that the defendants had committed any breach of the covenant.

Held, by Scrutton, L.J., that the action failed because the plaintiffs had not served on the defendants any notice of the alleged breach, as required by s. 14 of the Conveyancing and Law of Property Act, 1881.—RUSSELL *v.* BEECHAM, *C.A.*, 301 ; 1924, 1 K.B. 525.

3. *Covenant to Repair—"Well and Sufficiently Repair" —"As Occasion should Require"—Breach of Covenant—Measure of Damages.*—By a lease dated 2nd March, 1825, certain newly-built houses were demised to the defendants' predecessor in title for a term of ninety-five years. The lessee covenanted that he, his executors and assigns, would, as often as occasion should require during the term, "well and sufficiently repair" the houses.

Held, that the effect of the covenant was to make the tenants liable for all needful and necessary acts well and sufficiently to repair the houses, without any limitation to such repairs as would satisfy the requirements of reasonably minded persons of the class likely to become occupiers of the premises.

Decision of McCardie, J., 1923, 2 K.B. 573, reversed.

Proudfoot v. *Hart*, 1890, 25 Q.B.D. 42 ; 38 W.R. 730, explained. *Morgan* v. *Hardy*, 1886, 18 Q.B.D. 646 ; 35 W.R. 588, followed.—CALTHORPE *v.* MCCOSCAR, *C.A.*, 367.

4. *Lease—Forfeiture—Breach of Covenant—Mesne Profits —Nature of—Date from which Assessable.*—Where possession and mesne profits have been decreed in an action by the landlord against a tenant to recover possession for breach of covenant, the mesne profits are assessable from the date of the writ in the action, and not from the date of the breach of covenant giving rise to the landlord's right to re-enter.

Compere v. *Hicks*, 7 T.R. 727, and *Pearse* v. *Coaker*, L.R. 4, Ex. 92, applied.

Decision of Sargant, J., 67 SOL. J. 789, affirmed.—ELLIOTT *v.* BOYNTON, *C.A.*, 236 ; 1924, 1 Ch. 236.

5. *Licensed Premises—Notice to Quit—Months—Lunar or Calendar—Validity of Notice.*—A tenant occupied certain licensed premises under a tenancy agreement in which it was provided that each party should be at liberty to determine the tenancy by three months' notice given to the other party to expire on any one of the days appointed as special transfer sessions. Notice to quit was given by the landlords on 12th October, 1923. If the word "months" in the agreement meant lunar months, the date for delivery of possession would be 8th January, if it meant calendar months, the date might be 7th February, 1924 (the date of the annual general meeting of justices at which meeting the days for special transfer sessions were fixed), or, if that date were not regarded as a date for special transfer sessions, the 8th April, 1924.

Held (1) that the notice was invalid as being too vague ; (2) that although it became unnecessary to decide the question whether lunar or calendar months were intended, having regard to the decision that the notice was invalid, the surrounding facts indicated that in the present case calendar months were intended ; and (3) that the action failed and there must be judgment for the defendant.—PHIPPS & Co. *v.* ROGERS, *K.B.D.*, 579 ; 1924, 2 K.B. 45.

6. *Monthly Tenancy—Notice to Quit—Date of Expiration of Tenancy—Day of Calendar Month on which Tenancy began* —In order to determine a monthly tenancy, the length of the notice must correspond with the length of the tenancy, and the notice must be for the determination of the tenancy on the day of the month on which the tenancy began.—PRECIOUS *v.* REEDIE, *K.B.D.*, 706.

7. *Property Tax—Deduction from Rent—First Year at a Peppercorn Rent—Repairs as Rent—Income Tax Act*, 1918, 8 & 9 *Geo.* 5, *c.* 40, *Sched. A*, *No. viii*, *r.* 1.—The plaintiffs let certain premises to the defendant for a term of years from 25th December, 1918, at a rent for the first year of a peppercorn, and for the remainder of the term at an annual rent of £85, and it was agreed between the parties that the defendant should repair the premises, in consideration of which the first year was to be rent free. The defendant executed the repairs at an expense which exceeded £85, and paid the landlord's property tax for the financial year, 6th April, 1919, to 5th April, 1920.

Held, that the money spent in repairs could not be treated as rent, and that the tenant was only entitled to deduct the tax from the first money payment of rent.—DRUGHORN *v.* MOORE, *H.L.*, 138 ; 1924, A.C. 53.

8. *Rent Restriction—Action by Tenant to Recover Over-payments of Rent—Period within which Recoverable—Action commenced within Prescribed Period—Judgment delivered after Expiration of Period—Right of Recovery—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11, *Geo.* 5, *c.* 17, *s.* 14—*Rent and Mortgage Interest Restrictions Act*, 1923, 13 & 14 *Geo.* 5, *c.* 32, *s.* 8 (2).—If an action for the recovery of over-payments of rent is commenced by the tenant of premises to which the Rent Restriction Acts apply, within the period of six months prescribed by s. 8 (2) of the Rent and Mortgage Interest Restrictions Act, 1923, any right of the tenant to recover any such over-payments shall not be debarred by reason of the fact that judgment is not given in the action until after the expiration of the prescribed period of six months.—LEWIS *v.* MCKAY, *K.B.D.*, 739.

9. *Rent Restrictions—Action by Tenant to Recover Over-payments of Rent—Rent increased without Notice to Quit having been given—Judgment in favour of Tenant—Appeal by Landlord —Rent Restrictions (Notice of Increase) Act*, 1923, *Becoming Operative between Date of Hearing in County Court and Hearing of Appeal—Retrospective Operation—Rent Restrictions (Notice of Increase) Act*, 1923, 13 & 14 *Geo.* 5, *c.* 13, *s.* 1.—On 5th June, 1923, a tenant obtained judgment in the county court for sums paid in excess of rent to her landlord, who had, in January, 1923, given notice of increase without serving on her a notice to quit. The landlord appealed. On 7th June, 1923, before the hearing of the appeal, the Rent Restrictions (Notice of Increase) Act, 1923, came into operation.

Held, that the statute had a retrospective effect, with the result that, although the judgment of the county court judge was correct at the date of the hearing in the county court, the tenant was, in view of the provisions of the statute, not entitled, at the date of the hearing of the appeal, to recover the amount claimed, and the appeal must be allowed.—LANDRIGAN *v.* SIMONS, *K.B.D.*, 387; 1924, 1 K.B. 509.

10. *Rent Restriction—Dwelling-house—Landlord Responsible for Part Only of Repairs—Notice of Increase of Rent—Amount of Increase Not Previously Agreed—No Assessment of Amount of Increase by County Court Judge—Validity of Notice—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 2 (1).—A landlord, who was responsible for part only of the repairs of a dwelling-house, served on his tenant a notice of increase of rent under s. 2 (1) (*d*) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. The amount of the increase had not been previously agreed on between the landlord and tenant, nor had an application been made to the county court judge for the determination of what was a fair and reasonable amount. In an action by the landlord against the tenant to recover possession owing to non-payment of rent alleged to be due,

Held (Sargant, L.J., dissenting), that the notice of increase of rent was invalid, because the provisions of the sub-section had not been complied with, there having been no previous agreement as to the amount of the increase of rent nor a determination by the county court judge. A subsequent agreement as to the amount of the increase, if one exists, cannot validate a notice served previously to the alleged agreement.

Decision of Greer, J., 68 SOL. J. 254; 1924, 1 K.B. 231, affirmed.—BOURNE *v.* LITTON, *C.A.* 613; 1924, 1 K.B. 231.

11. *Rent Restrictions—Increase of Rent—No Notice to Quit—No Notice of Increase of Rent—Lease Granted at Increased Rent before Passing of Statute—Retrospective Provisions—Impossibility of Carrying out Provisions as to Notices—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *ss.* 1, 2, 3, 12.—The defendant was the tenant of a flat in Hampstead, the standard rent of which was £107 per annum, but its rateable value was under £105 per annum. It was therefore within the operation of the Increase of Rent Restrictions Acts. The defendant's term came to an end on 25th March, 1920; but on 17th February, 1920, the plaintiffs granted him a lease of the flat for the further term of seven years from 25th March, 1920, the date of the expiry of the original term, at a rent of £160 per annum. No notice to quit nor any notice of intention to increase the rent had been served by the plaintiffs on the defendant. The plaintiffs brought an action to recover one quarter's rent due, and the defendant counter-claimed for the amounts which he alleged that he had paid in excess of the standard rent.

Held, that the provisions of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, relating to notice of increase of rent, were retrospective, and as no notice of increase of rent had been served by the plaintiffs on the defendant, in accordance with s. 3 of the Act, in this case, the increased rent under the lease of 17th February, 1920, was irrecoverable, and therefore the defendant was entitled to a return of the amounts which he had paid in excess of the standard rent.

Decision of the Divisional Court, 67 SOL. J. 385; 92 L.J., K.B. 356, affirmed.—MICHAEL *v.* PHILLIPS, *C.A.* 103; 1924, 1 K.B. 16.

12. *Rent Restriction—Increase of Rent and Increase of Rates—Subsequent Reduction of Rates—Corresponding Reduction of Rent—Action to Recover Rent—Appeal from County Court—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 2 (1) (*b*) (6).—The provisions of s. 2 (6) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, which preclude parties from appealing from the decision of the County Court in certain events, do not deprive a party of his right to appeal in proceedings for the recovery of rent alleged to be due. To bring the matter within s-s. (6), there must be an application either by the landlord or by the defendant to the County Court. The mere fact that a tenant, who is a defendant in an action for the recovery of arrears, raises, by way of defence in the action, questions under s-s. (1), (2) and (3) of s. 2 of the Act of 1920 is not sufficient to bring the case within s-s. (6).

By s. 2, s-s. (1) (*b*), of the Act of 1920: "The amount by which the increased rent of a dwelling-house to which this Act applies may exceed the standard rent shall, subject to the provisions of this Act, be as follows . . . (*b*) An amount not exceeding any increase in the amount for the time being payable by the landlord in respect of rates . . ." Where the rent of a dwelling-house within the Act of 1920 has been increased under the sub-section to correspond with the amount of an increase of the rates payable by the landlord, and the amount of the rates payable by the landlord is afterwards reduced, the rent recoverable by the landlord must be reduced by an amount corresponding to the amount of the reduction in the rates then payable by the landlord in respect of the dwelling-house.

Decision of the Divisional Court on this point (68 SOL. J. 479) reversed.—STRICKLAND *v.* PALMER, *C.A.* 665.

13. *Rent Restrictions—Licensed Premises—Increase of Rent—Standard Rent—Excess—Right of Recovery—Effect of Tied Clause—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *ss.* 1, 2, 8, 12.—Certain premises were let by a lease, dated 14th December, 1920, for a term of years commencing on the 25th March, 1920, at a higher rent than that for which they had previously been let.

Held, in an action by the landlord to recover arrears of rent, that the increased rent began to accrue on the 26th March, 1920, and that the rent had been therefore increased, within the meaning of s. 1 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, "since March 25, 1920," and that the excess of the agreed rent over the standard rent was not recoverable from the tenant.

Held, also, that a tie clause being disregarded by the Rent Restriction Acts, discount for goods supplied under the tie must also be disregarded.

Goldsmith v. *Orr*, 64 SOL. J. 615; 1920, W.N. 250, referred to. *Raikes* v. *Ogle*, 1921, 1 K.B. 576 applied.—BRAKSPEAR *v.* BARTON, *K.B.D.* 719; 1924, 2 K.B. 88.

14. *Rent Restriction—Notice of Increase of Rent—Recovery of Overpayments of Rent—Time within which Payments Recoverable—Effect of Notice of Increase Unaccompanied by Notice to Quit—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 14 (1)—*Rent Restrictions (Notices of Increase) Act*, 1923, 13 & 14 *Geo.* 5, *c.* 13, *s.* 1 (1)—*Rent and Mortgage Interest Restrictions Act*, 1923, 13 & 14 *Geo.* 5, *c.* 32, *ss.* 6 (1), 8.—A county court judge, under the powers conferred on him by s. 6 (1) of the Rent and Mortgage Interest Restrictions Act, 1923, amended certain invalid notices of increase of rent so as to make them valid.

Held, that, under the amended notices, the landlord was, in respect of past payments, only entitled to recover in respect of payments made not more than six months before the date of the order of the county court judge; that the tenant was entitled to recover under s. 14 (1) of the Act of 1920 in respect of periods before that period; and that the power to amend invalid notices of increase of rent extended to notices of increase of rent with which notices to quit had not been incorporated.—WILLIAMS *v.* BRITANNIC MERTHYR STEAM COAL CO., *K.B.D.*, 795.

15. *Rent Restrictions—Notice of Increase of Rent—Statutory Tenancy—Subsequent Notice to Quit Unnecessary—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 15—*Rent Restrictions (Notices of Increase) Act*, 1923, 13 & 14 *Geo.* 5, *c.* 13, *s.* 1.—A landlord served upon the tenant of premises, to which the Rent Restriction Acts applied, notice of increase of rent, which was accepted and acted upon by the tenant, who thereupon became a statutory tenant. The landlord subsequently desired to recover possession of the premises.

Held, that, in order to recover possession of the premises, it was not necessary for the landlord to give to the tenant a formal notice to quit.—ASTON *v.* SMITH, *K.B.D.*, 706.

16. *Rent Restrictions—Overpayment of Rent by Tenant—Standard Rent—Apportionment—Recovery—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 14.—In March, 1921, three rooms, forming part of a house, were let to a tenant at £1 a week, including the use of the bath room, cellar and garden. In October, 1922, the tenant ascertained that the rates had been considerably reduced. Thinking that he ought to obtain some concession with regard to the rent, he enquired what the standard rent of the house was, and refused to pay further rent until his request was granted. In January, 1923, the landlord commenced proceedings against him for the recovery of £11 in respect of unpaid rent. Ultimately the rent was apportioned at 11s. 7d. per week, and at the final hearing of the action in the county court the tenant sought judgment on a counter-claim for the difference between £1 a week and the apportioned sum of 11s. 7d. during a period of eighty-six weeks, being the amount which, according to his contention, had been overpaid by him in respect of rent. The county court judge gave judgment in favour of the plaintiff, and the defendant appealed.

Held, that s. 14 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, applied retrospectively, and that the tenant was entitled to recover in respect of the overpayments of rent.—KIMM *v.* COHEN, *K.B.D.*, 343.

17. *Rent Restrictions—Part of Demised Premises—Recovery of Possession—Statutory Defence not Pleaded—Duty of Judge—County Court Rules, Order X, r.* 18—*Increase of Rent and*

SECOND SCHEDULE.
[Section 15.]
MINOR AND CONSEQUENTIAL AMENDMENTS.

Enactment to be amended.	Amendment.
The Unemployment Insurance Act, 1920:	
Section 5 (5)	At the end of the subsection there shall be inserted the words "nor in respect of any blind person "who is in receipt of a pension under those Acts "as extended by section one of the Blind Persons "Act, 1920 [10 & 11 Geo. 5, c. 49]."
Section 7 (2) (*a*)	After the words "the remuneration," wherever they occur, there shall be inserted the words "or profit," and after the words "is payable" there shall be inserted the words "or is earned."
Section 8 (2)	The words "not being less than one week" shall be repealed.
Section 8 (4)	The words from the beginning to "this Act and" shall be repealed.
Section 8 (5)	At the end of the subsection there shall be inserted the words "or under those Acts as extended by "section one of the Blind Persons Act, 1920."
Section 10 (1) (*c*)	After the words "who is" there shall be inserted the words "or was."
Section 11 (3)	Leave out "if so requested by the Court of Referees."
Section 17 (1)	For the words "exceeds by at least five shillings "per week in the case of men, four shillings per "week in the case of women, two shillings and "sixpence per week in the case of boys, and two "shillings per week in the case of girls," there shall, as from the first day of October, nineteen hundred and twenty-five, be substituted the words "exceeds in respect of periods of unemployment "amounting in the aggregate to not less than "thirteen weeks in a period of twelve months by "at least five shillings per week in the case of "men, four shillings per week in the case of "women, two shillings and sixpence per week in "the case of boys, and two shillings per week in "the case of girls, and in respect of any further "periods of unemployment in the same period of "twelve months by at least half the several "amounts aforesaid."
Section 22 (7)	After the words "within the meaning of this Act or "not" there shall be inserted the words "or as to who "is or was the employer of an employed person."
Section 28 (1)	After the words "had not been paid" there shall be inserted the words "and the regulations may "provide, in the case of contributions paid by an "employer on behalf of the employed person and "not recovered from him, for the return under "this section being made to the employer instead "of to the employed person."
The Unemployment Insurance (No. 2) Act, 1921:	
Section 10	For the words "the statutory condition that he is "capable of and available for work but unable to "obtain suitable employment" there shall be substituted the words "the third or the fourth "statutory condition."
The Unemployment Insurance Act, 1923:	
Section 5 (1)	For the words "less than three" there shall be substituted the words "not more than six."
Section 11 (1)	For the words "beginning of the second benefit "year" there shall be substituted the words "first day of October, nineteen hundred and "twenty-five."

THIRD SCHEDULE.
[Section 16.]
ENACTMENTS REPEALED.

Session and Chapter.	Short Title.	Extent of Repeal.
10 & 11 Geo. 5. c. 30.	The Unemployment Insurance Act, 1920.	Section two, subsection (7), of section eighteen, section twenty-five subject to the provisions of this Act, in paragraph (*c*) of subsection (1) of section forty-seven the words from "and (iii) for" to the end of the paragraph, and the Second Schedule.
11 & 12 Geo. 5. c. 1.	The Unemployment Insurance Act, 1921.	Sections one and three, section nine except subsection (5) thereof, the First Schedule, and so much of the Second Schedule as amends sections seventeen and eighteen and the Second Schedule of the principal Act.
11 & 12 Geo. 5. c. 15.	The Unemployment Insurance (No. 2) Act. 1921.	The whole Act, except section four, sections nine to thirteen and sections fifteen and sixteen.
12 & 13 Geo. 5. c. 7.	The Unemployment Insurance Act, 1922.	Sections three, four, five, six, twelve and fifteen, and sub-section (4) of section sixteen.
13 & 14 Geo. 5. c. 2.	The Unemployment Insurance Act, 1923.	Sections one, two, three, seven and ten.
14 Geo. 5. c. 1.	The Unemployment Insurance Act, 1924.	The whole Act.

CHAPTER 31.

APPROPRIATION ACT, 1924.

An Act to apply a sum out of the Consolidated Fund to the service of the year ending on the thirty-first day of March one thousand nine hundred and twenty-five, and to appropriate the Supplies granted in this Session of Parliament. [*7th August*, 1924.

CHAPTER 32.

PENSIONS (INCREASE) ACT, 1924.

An Act to raise the percentages by which certain pensions may be increased under the Pensions (Increase) Act, 1920, to permit the payment of increased pensions under the said Act to pensioners residing outside the British Islands, and to require police, local and other public authorities to increase pensions granted by them up to the maximum amount authorised by the said Act. [*7th August*, 1924.

Be it enacted, etc. :—

1. *Additions to percentages by which pensions may be increased.*]—(1) As from the first day of July, nineteen hundred and twenty-three, the Schedule to the Pensions (Increase) Act, 1920 [10 & 11 Geo. 5, c. 36] (hereinafter referred to as the principal Act), shall, as respects pensions not exceeding one hundred pounds payable out of moneys provided by Parliament or out of the Education (Scotland) Fund or by police, local or other public authorities in Great Britain, have effect and be deemed to have had effect as if the percentages by which existing pensions may be increased were—

(*a*) in the case of an existing pension not exceeding twenty-five pounds a year, seventy per cent. instead of fifty per cent. ;

(*b*) in the case of an existing pension exceeding twenty-five pounds a year but not exceeding fifty pounds a year, sixty-five per cent. instead of fifty per cent. : and

(*c*) in the case of an existing pension exceeding fifty pounds a year but not exceeding one hundred pounds a year, fifty per cent. instead of forty per cent.

Provided that—

(i) Where the service, or branch of the service, from which the pensioner retired is a service or branch of the service in which additional remuneration by way of bonus was paid on the said first day of July, and was reckoned for the purposes of pension, either in whole or in part, in the case of persons retiring from the said service or branch on that date, no addition shall be made to his pension by virtue of the increased percentages authorised by this section greater than such as may be sufficient to increase his pension to the pension of which he would have been in receipt on the second day of July, nineteen hundred and twenty-three, had such bonus been included amongst the salary and emoluments on which his pension was awarded and been reckoned for the purposes of pension to the extent to which it would have been reckoned if he had retired on the said first day of July.

(ii) Nothing in this Act shall affect the provisions of the said schedule other than those relating to such percentages as aforesaid.

(2) For the purposes of this section, "existing" means existing immediately before the passing of the principal Act.

2. *Repeal of first statutory condition for increase of pension.*]—The first statutory condition for the increase of pensions under the principal Act (which provides that the pensioner must reside in the British Islands) shall cease to have effect.

3. *Pensions granted by public authorities to be increased.*]—(1) As from the first day of July, nineteen hundred and twenty-three, all pensions granted by a police, local or other public authority in Great Britain to pensioners to whom the principal Act applies and in whose case the conditions laid down by that Act are fulfilled, shall, so long as those conditions continue to be fulfilled, be increased by the pension authority up to the maximum amount authorised by the principal Act as amended by this Act.

(2) Any order made by the Treasury under section three of the principal Act may contain such consequential and supplemental provisions as appear necessary or expedient for securing the effective operation of the order, and any such order may be revoked, varied, or amended by an order made in like manner.

4. *Construction and short title.*]—This Act shall be construed as one with the principal Act, and may be cited as the Pensions (Increase) Act, 1924, and the principal Act and this Act may be cited together as the Pensions (Increase) Acts, 1920 and 1924.

CHAPTER 33.

OLD AGE PENSIONS ACT, 1924.

An Act to amend paragraph (3) of section two of the Old Age Pensions Act, 1908. [*7th August*, 1924.

Be it enacted, etc. :—

1. *Amendment of statutory condition as to means.*]—Paragraph (3) of section two of the Old Age Pensions Act, 1908 [8 Edw. 7, c. 40], as amended by subsection (1) of section two of the Old Age Pensions Act, 1919 [9 & 10 Geo. 5, c. 102] (which contains the statutory condition as to means), shall for all purposes have effect as though after the words "calculated under "this Act" there were inserted the words "after deducting therefrom such "part, if any, thereof, but not exceeding in any case thirty-nine pounds, "as is derived from any source other than earnings."

2. *Short title and extent.*]—(1) This Act may be cited as the Old Age Pensions Act, 1924; and the Old Age Pensions Acts, 1908 to 1919, and this Act may be cited together as the Old Age Pensions Acts, 1908 to 1924.

(2) This Act shall not extend to Northern Ireland.

CHAPTER 34.

LONDON TRAFFIC ACT, 1924.

An Act to make provision for the control and regulation of traffic in and near London, and for purposes connected therewith. [*7th August*, 1924.

Be it enacted, etc. :—

1. *Constitution of Advisory Committee.*]—(1) With a view to facilitating and improving the regulation of traffic in and near London, there shall, for the purpose of giving advice and assistance in manner provided by this Act to the Minister of Transport (hereinafter referred to as the Minister) in connection with the exercise and performance of his powers and duties in relation to traffic within the area described in the First Schedule to this Act (hereinafter referred to as the London Traffic Area), be constituted a committee, to be called the London and Home Counties Traffic Advisory Committee and hereinafter referred to as the Advisory Committee consisting of a chairman elected by the Committee and such ordinary and additional members as are hereinafter mentioned.

(2) Of the ordinary members—

One shall be appointed by a Secretary of State :

Two shall be appointed by the London County Council :

One shall be appointed by the Corporation of the City of London :

Two shall be appointed by the councils of the metropolitan boroughs :

One shall be appointed by the councils of the administrative counties mentioned in the First Schedule to this Act, other than the administrative county of London lying north of the Thames :

One shall be appointed by the councils of the administrative counties mentioned in the First Schedule to this Act, other than the administrative county of London lying south of the Thames :

One shall be appointed by the councils of the several county boroughs within the London Traffic Area :

One shall be a representative of the metropolitan police appointed by a Secretary of State :

One shall be a representative of the City police appointed by the Corporation of the City of London :

One shall be appointed by the Minister :

Where one or more members are to be appointed by a group of local authorities, the appointment shall be made by a joint committee consisting of one representative chosen by each of the local authorities in accordance with rules of procedure made by the Minister :

Every ordinary member appointed by a local authority or group of local authorities other than the representative of the City police shall be a member of the local authority or of one of the grouped authorities, as the case may be, and, if he cease to hold such qualification, shall cease to be a member of the Committee.

(3) Of the additional members—

Three shall be representatives of the interests of labour engaged in the transport industry within the London Traffic Area appointed by the Minister of Labour after consultation with such bodies representative of those interests as he may think fit.

Four shall be representatives of the interests of persons providing means of transport and users of mechanically propelled and horse-drawn road vehicles within the London Traffic Area appointed by the Minister after consultation with such bodies representative of those interests as he may think desirable.

(4) The ordinary members shall form part of the committee on all occasions, and the additional members shall form part of the committee when considering and reporting to and advising the Minister upon any matter referred to the committee under or by virtue of section ten of this Act, or any matter or question referred to the committee under this Act in connection with the matters specified in Part I of the Second Schedule to this Act :

Provided that the Minister may, if he thinks fit, direct that in any particular case the additional members shall form part of the committee when considering and reporting to and advising him upon any matter or question referred to the committee under this Act in connection with any of the matters mentioned in Part II of the said Schedule.

(5) A person shall be disqualified for being appointed or being an ordinary member of the Advisory Committee if he is a director of a company or a partner in a firm or is in the employment of a company or firm engaged in providing means of transport within the London Traffic Area.

(6) The term of office of the members of the Advisory Committee first appointed shall be from the date of appointment until the first day of December, nineteen hundred and twenty-five, and, subject to the provisions as to the term of office of persons appointed to fill casual vacancies, the term of office of persons subsequently appointed shall be three years; but a person going out of office may be reappointed. The chairman shall go out of office on the day on which the members of the committee by whom he is elected ordinarily go out of office.

(7) If any member of the Advisory Committee without having received leave of absence by a resolution of the committee fails for a period of six months to attend duly summoned meetings of the Committee, or of a sub-committee on which he has been appointed to serve, his seat shall thereupon become vacant, and he shall not be eligible for reappointment in respect of that vacancy.

(8) On a casual vacancy occurring on the Advisory Committee by reason of death, resignation, or otherwise, the vacancy shall be filled by the appointment of a new member in like manner as the member in whose place he is appointed, and he shall hold office until the time when the member in whose place he is appointed would have gone out of office, and shall then go out of office. The foregoing provision shall apply to the chairman with the substitution of "election" for "appointment" and of "elected" for "appointed." If an ordinary member or an additional member is elected chairman, his election shall not create a casual vacancy.

(9) The Minister may place at the disposal of the Advisory Committee the services of such of the officers and servants of the Ministry of Transport as appear to him to be required for the purpose of the proper discharge of the duties of the Committee.

(10) The Advisory Committee may make rules for regulating their procedure (including the fixing of a quorum, and the appointment, powers, duties and procedure of sub-committees) and for regulating the procedure at any inquiry held by the Advisory Committee or by any members thereof under this Act; and the additional members shall form part of the Advisory Committee when considering and making such rules of procedure.

(11) The Advisory Committee shall make an annual report of their proceedings to the Minister, which shall be laid before Parliament.

(12) The proceedings of the Advisory Committee shall not be invalidated by any vacancy in their number or any defect in the appointment of any member.

2. *Duties of Advisory Committee.*]—It shall be the duty of the Advisory Committee to consider and report to the Minister on any matters within the scope of the provisions of this Act, and to report to and advise the Minister upon such matters and questions as may be referred to them under this Act, or as the Minister may from time to time refer to them in connection with any of the matters mentioned in the Second Schedule to this Act.

3. *Power of Advisory Committee to hold inquiries.*]—(1) In any case where the Advisory Committee think it desirable or expedient so to do, the Committee may, before advising and reporting to the Minister on any matter referred to them in pursuance of this Act, appoint one or more of their number to hold, or may if they think it advisable, themselves hold such public inquiry into the matter as they may think fit, and when one or more members of the Advisory Committee are appointed to hold the inquiry they shall make a report thereon to the Committee.

(2) Before any such inquiry is held the Advisory Committee shall give public notice of the date and place at which the inquiry will be held and of the matters to be dealt with at the inquiry, and any person affected may make representations to the member or members holding the inquiry, or in the case of an inquiry held by the Advisory Committee themselves to that Committee, and, unless in their discretion such member or members or the Committee consider it unnecessary, any such person shall be heard at the inquiry : Provided that, for the purposes of this provision, the Corporation of the City of London and the council of any county, borough or district wholly or partly comprised in the London Traffic Area shall be deemed to be persons affected and shall have the right to be heard in any case where such corporation or council, or any persons represented by them, may be affected by any such inquiry.

(3) In any case where the Minister thinks it expedient or proper so to do, the Minister may delegate to the Advisory Committee the duty of holding any inquiry respecting any matter affecting traffic within the London Traffic Area which under any other Act the Minister is authorised or required to hold, and where the Minister has so delegated any such duty, the Advisory Committee shall appoint one or more of their number to hold, or may if they think it advisable themselves hold such inquiry as is required under the Act in respect of which the duty has been delegated, and when one or more members of the Advisory Committee are appointed to hold the inquiry they shall make a report to the Committee.

4. *Closing of streets for works.*]—(1) With a view that the times for the execution of works of road maintenance and improvement by various road authorities within the London Traffic Area may be so arranged as to mitigate as far as possible the congestion of traffic due to the closing of streets for the purposes of the execution of such works, it shall be the duty of every road authority within that area to submit to the Minister, on or before such half-yearly dates in each year as the Minister may fix, a statement in such form and containing such particulars as the Minister may require of all works of road maintenance and improvement proposed to be commenced or continued by the authority during the periods of six months commencing at the expiration of such interval, not being less than two months, after the said half-yearly dates as the Minister may fix, being works of such a nature as will involve the closing to vehicular traffic of any part of any street to which this section applies either absolutely or to the extent of one-third or more of the width of the carriageway.

(2) The Minister shall refer all such statements to the Advisory Committee, and it shall be the duty of that Committee to consider the proposals contained in such statements in relation to one another and report to the Minister thereon; and the Minister, after considering the report, shall draw up schemes prescribing the times during which the several works are to be commenced and the order in which they are to be executed, or prohibiting or restricting the execution of any such works, and shall send copies of any such scheme to all road authorities and undertakers affected thereby, and

(*a*) if within fourteen days after copies of any scheme have been so sent, no objection in writing to the scheme has been received by the Minister from any road authority or undertakers affected thereby, or every such objection has been withdrawn, the Minister may by order confirm the scheme;

(*b*) if any such objection has been received by the Minister within such time and has not been withdrawn, the Minister may, after considering the objection, either by order confirm the scheme with or without amendments, or revoke the scheme;

and upon the confirmation of any such scheme it shall become final and binding on all the road authorities affected and shall not be subject to appeal to any court:

Provided that the Minister may subsequently by order modify any such scheme in so far as it imposes any prohibition or restriction on the execution of any works in such manner as he may consider expedient.

(3) With a view to securing that, so far as possible, all works involving the breaking up of streets by any undertakers having statutory powers to break up streets (including any Government Department) shall be carried out at the same time as or in connection with works of road maintenance and improvements, the Minister shall send to all such undertakers copies of the proposals of the road authorities when received by him under this section so far as they relate to streets to which the powers of the undertakers extend and shall consider any representations made to him by such undertakers; and where works of road maintenance and improvement involving the closing of a street to such extent as aforesaid have been executed in accordance with any such scheme, it shall not be lawful for any such undertakers within twelve months of completion of those works to break up the street or part of the street so closed without the previous consent of the Minister and unless they prove to the satisfaction of the Minister that there were reasonable grounds for their failure or omission to execute whilst the street or part thereof was closed the works for the execution of which they require to break up the street and that it is essential that the works should be executed or commenced within the said twelve months; and the Minister may, if he thinks fit, make it a condition on giving his consent under this subsection to the breaking up of the street or part thereof that all works in connection therewith shall be carried out at night by commencing the same after the hour of eight in the evening and completing the same by the hour of eight in the morning, and if not then completed by carrying on the same continuously by day and night.

(4) Nothing in this section shall prevent any road authority or any such undertakers as aforesaid from carrying out works in any streets in cases of emergency, or prevent any such undertakers from making, altering, repairing or disconnecting service connections.

(5) The streets to which this section applies are such streets or streets of such classes within the London Traffic Area as may be prescribed by an order made by the Minister.

5. *Provision for mitigating obstruction to traffic.*]—(1) If it appears to any officer of police authorised for the purpose that, in the exercise of any power to break up streets within the London Traffic Area, any undertakers, by the deposit of excavated matter or other material, or by means of the erection of barriers, or otherwise, have created an obstruction in the street to a greater extent or for a longer period than is reasonably necessary, he shall report the matter to the road authority and the road authority shall cause an inspection to be made, and, if on such inspection it appears to them that the allegation is well founded, they may, by notice in writing, require the undertakers to take such steps as may be necessary to mitigate or discontinue the obstruction; and, if the undertakers fail to do so within twenty-four hours of the receipt of the notice, the road authority may themselves take the necessary steps and may recover any expenses properly incurred by them in connection therewith from the undertakers summarily as a civil debt:

Provided that, if within the said twenty-four hours the undertakers represent to the Minister that the obstruction to which the notice relates is not greater or has not been continued for a longer period than is reasonably necessary and send to the road authority a copy of the representations so made, the road authority shall not exercise the powers conferred by this section without the consent of the Minister.

(2) A road authority may, if they think fit, delegate to the road surveyor or other officer of the authority the powers of causing inspection to be made and of issuing requisitions conferred on the authority by this section.

6. *Power to attach conditions to grant of omnibus licences plying in the City of London and the metropolitan police district.*]—(1) As respects the area consisting of the City of London and the metropolitan police district, any licensing authority may, with the view to securing the public safety and the convenience of traffic, define, by reference to terminal points and to the course to be followed between those points, the routes (hereinafter called "approved routes") within the area of its licensing juriadiction upon which regular services of omnibuses may be established. Any person who proposes to establish a regular service of omnibuses within the area of the licensing jurisdiction of any such licensing authority upon a route which is not an approved route may apply to the licensing authority to define that route as an approved route, and in the event of the licensing authority refusing so to define such route an appeal shall lie to the Minister, who may, if he thinks fit, define the route, either as originally proposed, or subject to such alterations as he thinks proper, and any route so defined by the Minister shall be deemed to be an approved route.

(2) When licensing an omnibus to ply for hire within the area aforesaid, the licensing authority may, subject to the right of appeal to the Minister given by subsection (3) of section fourteen of the Roads Act, 1920 [10 & 11 Geo. 5, c. 72], attach to any such licence all or any of the following conditions, that is to say:—

(*a*) a condition that the omnibus shall not ply for hire upon specified approved routes or any specified parts thereof, but such condition shall be imposed only on the ground that the omnibus is by reason of its construction or equipment unsuitable for use on such routes or parts thereof;

(*b*) a condition that the omnibus shall not, without the consent of the licensing authority, which consent may be either of special or of general application, and may be either absolute or subject to any conditions, ply for hire except upon approved routes;

(*c*) a condition that the omnibus shall not, without such consent as aforesaid, ply for hire except in maintaining a regular service;

and, if any person to whom a licence is granted subject to any such condition fails to comply with the condition, he shall be liable on summary conviction to a fine not exceeding five pounds, and, if a person is convicted of a second or subsequent offence under this subsection, the licensing authority may, if they think fit, revoke or suspend the licence for the omnibus in respect of which the second or subsequent offence was committed.

(3) Where a licensing authority have defined approved routes, the authority may, with a view to attaching such conditions as aforesaid to licences, require in writing that all or any licences for omnibuses to ply for hire within the area aforesaid issued by them shall, within fourteen days of such requirement, be surrendered to them, and may issue in substitution for the licences so surrendered licences expiring on the same date as the licences so surrendered, and attach to any such substituted licences all or any of such conditions as aforesaid, and any licence so required to be surrendered shall, if not surrendered in accordance with the requirement, cease to have effect at the expiration of the said fourteen days, and, if so surrendered, shall cease to have effect on the issue of such substituted licence.

(4) A person to whom a licence for an omnibus has been granted subject to the condition that it shall not ply for hire except in maintaining such a regular service as aforesaid shall, within seven days or such other period as the Minister may fix after such condition has been first imposed, deposit with the licensing authority a schedule in such form and identified in such manner as the licensing authority may require, showing—

(*a*) the approved routes upon which he intends to establish a regular service of omnibuses;

(*b*) the time at which the service on each route is to commence and end on each day;

(*c*) the service to be maintained on each such route, distinguishing, if the service to be maintained on different days or at different hours is to vary, the service to be maintained on the several days or at the several hours;

(*d*) the maximum number of omnibuses to be used to maintain such service on each such route distinguishing, if the service is to vary on different days, the maximum number to be so used on the several days;

(*e*) the stages into which he intends to divide each route and the fares which he intends to charge in respect of such stages, distinguishing, if the stages and fares are to vary on different days or at different hours, the stages and fares on the several days and at the several hours;

and shall supply to the licensing authority such number of copies of the deposited schedule as the authority may require.

(5) On any such schedule being deposited with the licensing authority in accordance with the foregoing provisions, the same shall come into force, but the licensing authority shall send copies thereof to every person who is providing a regular service of omnibuses upon any route or any substantial portion of any route included in the schedule, and any such person shall have the right within seven days, or such other period as the Minister may fix, of receiving such copy to appeal to the Minister on the ground—

(*a*) that having regard to the number of omnibuses to be used for maintaining the service on any route, an increase in the service on that route specified in the schedule may reasonably be required either generally or during particular hours; or

(*b*) that having regard to the service to be maintained on any such route the maximum number of omnibuses to be used in maintaining the service is excessive;

and the Minister on such appeal, after giving the holder of the licence an opportunity of being heard, may make such order amending the schedule as he may think fit.

The Corporation of the City of London and the council of any county, or borough, or district wholly or partly within the area aforesaid, shall have the right at any time of appealing to the Minister against any schedule for the time being in force on the ground that any of the stages specified therein are unreasonably short or inconvenient or that any of the fares so specified are unreasonably high, and the Minister on such appeal, after giving the holder of the licence an opportunity of being heard, may make such order amending the schedule as he may think fit.

When an order amending a schedule has been made under this subsection the schedule shall have effect subject to the amendments made in the order.

(6) The holder of such a licence may at any time, but, subject as in the next following section provided, only at intervals of not less than four weeks, amend any such schedule or substitute a new schedule therefor by depositing with the licensing authority the proposed amendment or new schedule in such form and identified in such manner as the licensing authority may require, and shall send to the licensing authority such number of copies of the proposed amendment or new schedule as the licensing authority may require; and on the deposit of the amendment or new schedule the schedule proposed to be amended shall have effect subject to the amendment or, as the case may be, the new schedule shall be substituted for the schedule previously in force, subject in either case to the like right of appeal to the Minister as in the case of the original schedule:

Provided that, where a schedule has been amended on appeal to the Minister, no amendment to the schedule, nor any schedule to be substituted therefor, shall be so deposited within four weeks after the schedule as amended by the Minister came into force.

(7) The Minister may make regulations with respect to the procedure on appeals under this section, and those regulations may provide for the appointment of a person or two or more persons to hold a public inquiry in such manner as may be prescribed into the subject matter of the appeal and for enabling the person or persons so appointed—

(*a*) to determine by whom and in what manner the costs of the appeal (including the remuneration of the person or persons appointed to hold the inquiry and any other expenses of the Minister) are to be borne;

(*b*) to take evidence on oath and for that purpose to administer oaths;

(*c*) by order to require any person subject to the payment or tender of the reasonable expenses of attendance to attend as a witness and give evidence or produce any documents in his possession or under his control which relate to any matter in question at the inquiry and are such as would be subject to production in a court of law.

If any person fails without reasonable excuse to comply with any requirement contained in any such order, he shall, on summary conviction, be liable to a fine not exceeding five pounds.

(8) Where a person deposits a schedule (whether original or substituted) or an amendment to a schedule under this section, he shall send to the Minister such number of copies thereof as the Minister may require, and the copies so sent to the Minister shall be open to inspection by any person at all reasonable hours, and any person shall be entitled to make copies thereof or extracts therefrom.

(9) If a person to whom a licence for an omnibus has been granted subject to the condition that it shall not ply for hire except in maintaining a regular service, fails to deposit a schedule as required by this section, or, except when prevented by accident or other unavoidable cause, or by a stoppage of work caused by an industrial dispute, or when otherwise authorised by the licensing authority, fails to establish or maintain a service in accordance with the schedule for the time being in force with respect to his omnibuses, or uses for the maintenance of any service a greater number of omnibuses than the maximum specified in such schedule or charges different fares or fares with respect to different stages from those specified in such schedule, he shall be liable on summary conviction to a fine not exceeding five pounds, and, if a person is convicted of a second or subsequent offence under this subsection, the licensing authority may, if they think fit, but subject to a right of appeal to the Minister, revoke or suspend all or any of the licences granted to the offender.

(10) Proceedings for an offence under this section shall not be instituted except by or on behalf of a licensing or police authority.

7. *Power to limit the number of omnibuses plying on certain streets within the City of London and the metropolitan police district.*]—(1) Where as respects any street or part of a street within the area consisting of the City of London and the metropolitan police district, the Minister is of opinion that by reason—

(*a*) of the width of the street or part of the street or the density of traffic thereon; or

(*b*) of the existence of alternative facilities for the conveyance of passengers along the street or part of the street or in proximity thereto, or of the omnibus accommodation on the street or part of the street being excessive;

it is desirable that an order under this section shall be made, he may by order declare the street or part of the street to be a street in which the plying for hire by omnibuses ought to be prohibited or restricted either generally or during particular hours, and a street or part of a street with respect to which such an order is made is hereinafter referred to as a "restricted street."

(2) Where the Minister has so declared any street or part of a street to be a restricted street, the Minister may make regulations—

(*a*) prohibiting or restricting the plying for hire by omnibuses in the street either generally or during particular hours, or limiting the aggregate number of journeys which may be made in either direction along the street during particular hours by omnibuses plying for hire;

(*b*) determining the omnibus proprietors whose omnibuses alone may ply for hire on the street and apportioning amongst those proprietors such aggregate number of journeys as aforesaid; but so, nevertheless, that the right so to ply shall not be limited to the omnibuses of one proprietor in any case where it appears to the Minister to be reasonable and practicable that the right should be exercised by other omnibuses also; and

(*c*) conferring on a licensing authority such powers as he may deem necessary to enable them to secure the observance of the regulations;

and the regulations may provide for dispensing with or relaxing the restrictions imposed thereby in such circumstances and in such manner as may be provided in the regulations.

(3) Where in consequence of any such regulations it is necessary for any proprietor to amend the schedule of services for the time being in force with respect to his omnibuses, he may do so notwithstanding that such an interval of four weeks as is mentioned in the last preceding section has not elapsed.

(4) If any person contravenes or fails to comply with any such regulations, he shall be liable on summary conviction to a fine not exceeding five pounds, and on the conviction of a person for a second or subsequent offence under this subsection, the licensing authority shall notify the Minister of the conviction, and the licensing authority, if so directed by the Minister, shall thereupon revoke or suspend all or any licences to ply for hire in the area aforesaid which they may have granted to the offender in respect of omnibuses.

Provided that proceedings for any such offence shall not be instituted except by or on behalf of a licensing or police authority.

(5) Before making an order declaring any street or part of a street to be a restricted street, or making any regulations under this section, the Minister shall give such notice of his intention to make the order or regulations, as the case may be, as he may think best adapted for informing persons affected, and shall refer the matter to the Advisory Committee for their advice and report.

(6) Any regulation made under this section shall be laid before both Houses of Parliament forthwith; and, if an address is presented to His Majesty by either House of Parliament within the next subsequent twenty-eight days on which that House has sat after any such regulation is laid before it praying that the regulation may be annulled, it shall thenceforth be void, but without prejudice to the validity of anything previously done thereunder or the making of a new regulation.

8. *Reports to Parliament on holders of omnibus licences.*]—(1) It shall be the duty of the proprietor of any omnibus, licensed subject to the condition that it shall not ply for hire except in maintaining a regular service as aforesaid, to keep such records and to make to the Minister such returns as the Minister may require.

(2) The Minister shall annually make a report to Parliament containing such of the returns so furnished to him, together with such comments thereon, and on the results of operating the said services, as he may think fit, and it shall be the duty of every such proprietor as aforesaid to furnish to the Minister such information, and to produce to him such accounts, books and documents as he may require for the purpose of preparing such report or otherwise carrying out his duties under this Act, or as he may consider to be necessary for the purposes of any inquiry held under this Act.

(3) An order of the Minister requiring any person to fulfil any duty imposed by this section shall be enforceable by the High Court on the application of the Minister in any of the ways referred to in section three of the Railway and Canal Traffic Act, 1854 [17 & 18 Vict. c. 31].

9. *Penalties for disobedience to directions of police.*]—Where a police constable in uniform is for the time being engaged in the regulation of traffic at any place in a street within the London Traffic Area, any person driving or propelling any vehicle who wilfully neglects or refuses to stop the vehicle or make it proceed or keep to a particular line of traffic when directed so to do by such police constable in the execution of his duty shall, on summary conviction, be liable to a fine not exceeding five pounds.

10. *Power to make regulations.*]—(1) For the purpose of relieving congestion and facilitating traffic in and near London, the Minister may make regulations to have effect in the London Traffic Area, or any such part thereof or places or streets therein, as may be specified in the regulations, for any of the purposes or with reference to any of the matters set out in the Third Schedule to this Act, and special regulations applicable only at special times or on special occasions may be so made:

Provided always that no such regulations shall interfere with street markets nor (so far as respects matters which may be dealt with by regulations under section one of the Metropolitan Streets Amendment Act, 1867, [30 & 31 Vict. c. 134]) with street traders.

(2) Any regulations so made by the Minister may provide for the suspension or modification so long as the regulations remain in force of any provisions of any Acts (whether public, general, or local or private), byelaws,

Mortgage Interest (Restrictions) Rules, 1920.—It is open to a plaintiff in an action for the recovery of possession of premises to sue for the recovery of part only of the premises originally demised, but that right cannot be exercised in such a way as to defeat the provisions of the County Courts Acts as to jurisdiction, and the provisions of the Increase of Rent and Mortgage Interest Act, 1920, with reference to the conditions which must be complied with before an order for possession can be obtained.

Notwithstanding that the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, was not pleaded or relied on in the county court, the county court judge was bound under r. 18 of the Rent Restrictions Rules, 1920, to enquire whether or not the premises in question came within the Rent Restrictions Act, and as there was evidence before him on which he could so find, the case must go back to him for him to make the investigation required by that rule, and to satisfy himself whether or not the premises were within the protection of the Act.—SALTER *v.* LASK, *C.A.*, 420 ; 1924, 1 K.B. 754.

18. *Rent Restriction—Possession—Order for Possession—Reasonableness—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 5 (1)—*Rent and Mortgage Interest Restrictions Act*, 1923, 13 & 14 *Geo.* 5, *c.* 32, *s.* 4.—In deciding whether an order for possession of premises, which are within the scope of the Rent Restriction Acts, may reasonably be made, it is the duty of the county court judge to consider what will be the effect of such an order in relation to the interests of the tenant as well as those of the landlord.—SHRIMPTON *v.* RABBITS, *K.B.D.*, 685.

19. *Rent Restriction—Premises used Partly as Dwelling-house and Partly as Business Premises—Subsequently Let Solely as Business Premises—Tenant, in Breach of Agreement, uses part as Dwelling-house—Right of Landlord to Increase Rent—Conversion of Premises—Whether within Scope of Act—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 12, *s-s.* (2), (6).—Certain premises, which were occupied between August, 1914, and March, 1919, partly as a dwelling-house and partly for business purposes, were, in March, 1919, let to a new tenant solely as business premises. The new tenant, however, in breach of the agreement, used a portion of the premises as a dwelling-house. In 1922 the landlord increased the rent, and ultimately commenced an action against the tenant for the recovery of rent, alleging that the premises were not within the protection of the Rent Restrictions Acts.

Held, that as the premises had by agreement between the landlord and tenant been converted into business premises only, they ceased to be within the protection of the Rent Restrictions Acts.—WILLIAMS *v.* PERRY, *K.B.D.*, 617 ; 1924, 1 K.B. 936.

20. *Rent Restrictions—Reconstruction of Dwelling-house—Conversion Into Flats—Basement Let Before Conversion—Basement Unaltered—Whether Tenant of Basement Entitled to Apportionment of Rent—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 12 (9).—By s. 12 (9) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, it is provided : "This Act shall not apply to a dwelling-house erected after or in course of erection on the second day of April nineteen hundred and nineteen, or to any dwelling-house which has been since that date or was at that date being *bonâ fide* reconstructed by way of conversion into two or more separate and self-contained flats or tenements . . . ."

The term "dwelling-house" in s. 12 (9) of the Act refers to the whole building, and where the upper part of a house is converted into flats, while the basement remains unaltered, the sub-section does not, while it excludes the converted portion of the house from the scope of the Act, operate so as to retain the basement within the purview of the statute.—ABRAHART *v.* WEBSTER, *K.B.D.*, 814.

21. *Rent Restrictions—Recovery of Possession—Action in High Court—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 5 ; *R.S.C. Ord. XIV.*—The procedure under Ord. XIV of the Rules of the Supreme Court does not apply to a case where a plaintiff seeks to recover possession of a dwelling-house which is within the protection of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920.—GILL *v.* LUCK, *C.A.*, 100.

22. *Rent Restriction—Rent including Attendance—Application of Statutes—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 12 (2) (*i*)—*Rent and Mortgage Interest Restrictions Act*, 1923, 13 & 14 *Geo.* 5, *c.* 32, *s.* 10 (1).—In 1921 a dwelling-house was let for three years at a rent of £74 4*s.* per annum, together with an additional payment of 5*s.* per week for attendance, the total annual amount due to the landlord being payable quarterly in payments of £21 16*s.* each quarter. At the end of the tenancy the tenant claimed to be entitled to hold over as a statutory tenant. The landlord commenced proceedings for recovery of possession on the ground that the tenant could not thus hold over as he held the premises in consideration of a rent which included attendance.

Held, that in view of the provisions of s. 12 (2) (i) of the Act of 1920, and of s. 10 (1) of the Rent and Mortgage Interest Restrictions Act, 1923, the premises were outside the scope of the Rent Restriction Acts, and the landlord was entitled to succeed.—NADLER *v.* WILSON, *K.B.D.*, 772.

23. *Rent Restrictions—Right to Assign—"Term or Condition"—Incident of Tenancy—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 15.—A tenant who, by reason of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, has continued in possession after the termination of his original tenancy, cannot assign his interest in the premises.

Decision of the Divisional Court, 67 SOL. J. 790 ; 39 T.L.R. 652 reversed.—KEEVES *v.* DEAN, *C.A.*, 321 ; 1924, 1 K.B. 685.

24. *Rent—Restrictions—Separate Letting of Part of House—No Structural Alteration amounting to Reconstruction—Standard Rent—Apportionment—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 12.—In March, 1921, a large dwelling-house was let on lease for five years at a rent of £100 a year, the lessees paying rates and taxes and doing internal repairs. The rateable value of the house in August, 1914, was £60 gross and £48 net. The lessees, being minded to occupy a part only of the house themselves, in June, 1921, sub-let to a tenant four rooms and certain appurtenances in the house for three years at £80 a year, the lessees paying rates and taxes and other outgoings. The tenant afterwards made an application to the county court under s-s. 3 of s. 12 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, for an order for the apportionment of the rent of the premises with a view to fixing the standard rent of the four rooms and appurtenances.

Held, (1) that the four rooms and appurtenances let to the applicant in June, 1921, were not first let as such on that date, and therefore the rent at which they were let to the applicant was not the standard rent within the meaning of s. 12, s-s. 1 (*a*) of the Act of 1920, which defines "standard rent" as the rent at which the dwelling-house was let on 3rd August, 1914, or, in the case of a dwelling-house first let after that date, the rent at which it was first let ; (2) that, as there had been no structural alteration amounting to a reconstruction of the premises by way of conversion into separate and self-contained flats within s-s. 9 of s. 12 of the Act, and the identity of the premises had not been lost, the applicant was entitled to an order for apportionment, and to have the standard rent fixed and his rent reduced to a proportion of the standard rent of the whole house : *Woodward* v. *Samuels*, 89 L.J. K.B. 689, 1920, approved ; (3) that the county court has jurisdiction to make an order of apportionment under s. 12, s-s. 3, of the Act of 1920, on an original application.

Rex v. *Marylebone County Court Judge*, 1923, 1 K.B. 365 ; 67 SOL. J. 299, approved.

Decision of the Divisional Court affirmed.—SUTTON *v.* BEGLEY, *C.A.*, 82.

25. *Rent Restriction—Statutory Rent—Overpayment—Period for Recovery—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 14 (1)—*Rent and Mortgage Interest Restrictions Act*, 1923, 13 & 14 *Geo.* 5, *c.* 32, *s.* 8 (2).—Section 1 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, provides that where rent or mortgage interest has, by agreement, been increased in excess of the limits of permitted increase sanctioned by the Act, the amount of the excess shall be irrecoverable from the tenant or mortgagor. Section 14 (1) directs that such excess, if already paid, shall be recoverable from the landlord or mortgagee or deducted from future rent or mortgage interest payable. By s. 8 (2) of the Rent and Mortgage Interest Restrictions Act, 1923, "Any sum paid by a tenant or mortgagor which, under sub-section 1 of section 14 of the principal Act"—the Act of 1920—"is recoverable by the tenant or mortgagor shall be recoverable at any time within six months from the date of payment but not afterwards, or in the case of a payment made before the passing of this Act, at any time within six months from the passing of this Act, but not afterwards." The Act was passed on 31st July, 1923. The meaning of "recoverable at any time within six months" in the latter sub-section is that the tenant or mortgagor must within that time have commenced proceedings, by issue of writ or summons, to obtain repayment ; it is not necessary that he should have obtained judgment before the period has expired.

Decision of the Divisional Court (based on the decisions of that court in *Lewis* v. *McKay* ; *Algate* v. *Vugler* ; and *Clark*

v. *Potter*, 68 SOL. J. 739; 40 T.L.R. 579), affirmed.—DIMENT v. ROBERTS, *C.A.*, 842.

26. *Repairs—Building Let in Flats—Lease of Top Flat—Tenancy Agreement—Roof Retained by Landlord—No Express Contract by Landlord to Keep Roof in Repair—Clause Expressly Dealing with Landlord's Obligations as to Parts of Premises not included in Tenancy Agreement—No Reference to Roof—Liability.*—The tenant of the top flat in a building let in flats, the roof and guttering being retained by the landlord in his own control and possession, is entitled to maintain an action against his landlord in respect of any damage suffered by him by reason of defective roof or guttering.

Decision of Greer, J., 68 SOL. J. 323; 40 T.L.R. 113, reversed.—COCKBURN v. SMITH, *C.A.*, 631.

27. *Unfurnished House—Part Subsequently Furnished and Sub-let by Tenant as Flats—Right of Recovery of Possession by Landlord—Increase of Rent and Mortgage Interest (Restrictions) Act*, 1920, 10 & 11 *Geo.* 5, *c.* 17, *s.* 12 (2).—The tenant of three flats (in a block of flats) to which the Rent Restriction Acts applied, occupied one of them, and furnished and sub-let the remaining two to sub-tenants. The superior landlord gave to the tenant notice to quit, and brought an action for recovery of possession.

Held, that the premises which the tenant had sub-let were not protected by the statutes, and that the landlord was entitled to possession.—PROUT v. HUNTER, *K.B.D.*, 647.

And see Agricultural Holdings.

LEASE:—

1. *Lease for Three Years—Option of Purchase—Extension of Lease for Further Term—No Renewal of Option—Collateral Agreement.*—Where a lease for a term of years contains an option of purchase by the lessee during that term, an extension of the lease for a further term by memorandum indorsed thereon will not operate to extend the period for the exercise of the option in the absence of an express agreement to the contrary. Such an option is not part of the terms of the tenancy, but a collateral agreement.

In re Leeds and Batley Breweries: Bradbury v. *Grimble & Co.*, 1920, 2 Ch. 548, approved.

Decision of Astbury, J., 1920, 2 Ch. 42, reversed.—SHERWOOD v. TUCKER, *C.A.*, 769; 1924, 2 Ch. 42.

2. *Option to purchase Fee—Agreement for Surrender of Lease and grant of new Lease to new Tenant—"On same Terms and Conditions in all respects"—New Lease not carried out—Right of New Tenant to have option to purchase.*—A covenant conferring an option to purchase in a lease is a matter of collateral bargain and no part of the terms of the tenancy, and accordingly where a lease contained such a covenant and there was an agreement to surrender the lease and to grant a new lease "on the same terms and conditions in all respects" as the lease, it was held impossible to import into such an agreement any collateral bargain in the original lease, as there was no express provision therefor, and no provision therefor which arose by necessary implication from the words used.—BATCHELOR v. MURPHY, *Tomlin, J.*, 738.

LICENSING LAW:—

1. *On-Licence—General Stores—Internal Communication—Restaurant—Monopoly Value—Powers of Licensing Justices—Licensing (Consolidation) Act*, 1910, 10 *Edw.* 7 *and* 1 *Geo.* 5, *c.* 24, *s.* 70.—A justices' licence was granted to a company which carried on the business of a general store in a large building, having internal communication between the various departments. The licence in question was granted in respect of the restaurant only, subject to a monopoly value of £500.

Held, that the justices were entitled to grant a licence for a place such as the restaurant in question, notwithstanding the existence of the internal communication referred to.

Decision of the Divisional Court, 68 SOL. J. 303; 1924, 1 K.B. 163, affirmed.—COMMISSIONERS OF CUSTOMS v. GRIFFITHS, *C.A.*, 683; 1924, 1 K.B. 735.

2. *Refreshment Houses—Permitted hours—Abolition of Closing hours—Refreshment Houses Act*, 1860, 23 & 24 *Vict.*, *c.* 27, *s.* 6—*Public House Closing Act*, 1864, 27 & 28 *Vict.*, *c.* 64, *s.* 5—*Licensing Act*, 1874, 37 & 38 *Vict.*, *c.* 49, *s.* 11—*Licensing (Consolidation) Act*, 1910, 10 *Edw.* 7 & 1 *Geo.* 5, *c.* 24, *s.* 54—*Licensing Act*, 1921, 11 & 12 *Geo.* 5, *c.* 42, *ss.* 1-6.—The effect of recent legislation having been to put an end to "closing hours" by the substitution of "permitted hours" in the case of premises licensed for the sale of intoxicating liquor by retail, there are, consequently, no longer "closing hours" within which keepers of licensed refreshment houses are precluded from selling refreshments.—SMITH v. FENNELL, *K.B.D.*, 520; 1924, 1 K.B. 556.

LIGHT:—

Ancient Lights—Quia Timet *Action—Power of Court to give Damages in lieu of Injunction—Lord Cairns Act*, 1858, *s.* 2.—In an action for threatened obstruction to ancient lights, the court has jurisdiction to award damages in lieu of an injunction when injury to light is only threatened and no present injury has been done.—LEEDS INDUSTRIAL CO-OPERATIVE SOCIETY v. SLACK, *H.L.*, 715.

LOCAL GOVERNMENT:—

1. *Closing of Public Library—Use of Library Building as City Hall*—Ultra Vires—*Injunction—Action by Attorney-General at Instance of Relators—Public Interest—Law Officers' Discretion—Public Libraries Act*, 1892, 55 & 56 *Vict.*, *c.* 53, *s.* 12.—Although local authorities, acting as library authorities, have, under s. 12 of the Public Libraries Act, 1892, very wide powers in regard to the appropriation, sale, exchange, or letting of public library premises, they cannot close a library in order to use the library premises for administrative purposes. They must exercise their powers with the single purpose of library authorities, dealing with the land or premises solely for the provision of public libraries.

The question whether the law officers of the Crown should, either with or without relators, intervene in matters concerning the interests of the public, or the upholding of the law, is a question for the discretion of those officers, and cannot be inquired into by the court.

Dictum of James, L.J., in *Attorney-General* v. *Great Eastern Railway Co.*, 27 W.R. 759; 11 Ch. D. 449, at p. 482, doubted.

Appeal from a decision of Tomlin, J., 68 SOL. J., 440.—ATTORNEY-GENERAL v. WESTMINSTER CITY, *C.A.*, 736; 1924, 1 Ch. 437.

2. *Housing—Houses Unfit for Human Habitation—Repairs Executed by Local Authority—Demand for Payment—Excessive Demand—Jurisdiction of Magistrates to Inquire how far Works Necessary—Housing, Town Planning, &c., Act*, 1919, 9 & 10, *Geo.* 5, *c.* 35, *s.* 28.—Where a local authority executes, under s. 28 of the Housing, Town Planning, &c., Act, 1919, works in connection with houses unfit for human habitation, in the event of proceedings being taken under s-s. (3) of that section against the owner of the houses for non-compliance with the demand for payment of the cost incurred in connection with the execution of the works, the magistrates have jurisdiction to investigate the question of the necessity of the works executed by the local authority.—ADAMS v. TUER, *K.B.D.*, 166.

3. *Housing—Ministry of Health—Building Scheme—Contract to Build a Specified number of Houses—Finance at discretion of Ministry of Health—Notice to Determine Contract—"Not Less than Fourteen Days' Notice"—Notice to Determine upon Completion of First Section of Houses—Validity.*—By a contract in writing dated the 4th October, 1920, and made between the plaintiffs, a firm of builders and contractors, and the defendants it was agreed that the plaintiffs should build for the defendants 154 houses in accordance with a building scheme. Power was reserved to the defendants' architect to determine the order of progress of the work, and the defendants had power, with the consent of the Ministry of Health, to determine the contract on giving fourteen days' notice, and there were certain provisions to reimburse the contractors for money they were out of pocket in the event of their work being stopped. A clause in the contract provided that "If for any reason it appears to the employers expedient that the agreement should be determined, the employers may, without assigning any reason for their action, but subject to the consent of the Ministry of Health, determine the agreement by giving not less than fourteen days' notice to the contractor." Difficulties arose, and a notice was given by the defendants to the plaintiffs, as follows: "I am directed by the above council to give you formal notice under Clause 20 to determine the contract dated the 4th of October, 1920, between yourselves and the council, at the completion of the first section of 70 houses. Kindly acknowledge receipt of this notice and oblige." It had been known for some time to both parties that the Ministry of Health would probably find the money for only seventy houses or less, and at the date of the notice it required more than fourteen days to complete the seventy houses.

Held (Sargant, L.J., dissenting), that the notice was good. It was given to determine the contract on the happening of a named event; the date of that event was within the knowledge and control of the contractors, and was more than fourteen days after the giving of the notice, and it was such a notice as was contemplated by both parties.—BOOT & SONS v. UTTOXETER, *C.A.*, 684.

4. *Housing—Repairs—Recovery of Expenses—Default in Payment—Supplemental Remedy—Housing, Town Planning, &c., Act*, 1919, 9 & 10 *Geo.* 5, *c.* 35, *s.* 28 (3), (4).—Where it becomes necessary for a local authority to recover expenses

incurred by them in connection with repairs executed by them under s. 28 of the Housing, Town Planning, &c., Act, 1919, they are not, by reason of their having in the first instance adopted the procedure prescribed by s-s. (3), precluded, in a proper case, from subsequently adopting the alternative procedure prescribed by s-s. (4).—SALFORD CORPORATION *v.* HALE, *K.B.D.*, 794.

5. *Metropolitan Borough—Audit of Accounts—Auditor—Powers—Surcharge*—Certiorari *to Quash—Metropolis Management Act*, 1855, 18 & 19 *Vict.*, *c.* 120, *s.* 62—*Public Health Act*, 1875, 38 & 39 *Vict.*, *c.* 55, *s.* 247 (7).—A borough council made payments of wages to their employés under the powers conferred upon them by s. 62 of the Metropolis Management Act 1855. The district auditor regarded certain payments, so made by them, as being far in excess of those necessary to obtain the services required and to maintain a high standard of efficiency. He, therefore, disallowed a sum of £5,000, and surcharged it on certain of the councillors.

Held, that although the council were empowered by the words of the section to make such payments of this nature as they thought fit, they were in a fiduciary position, not only towards the ratepayers who had elected them, but to the ratepayers as a whole; that it was possible that a payment to a servant entitled to be employed and entitled to be paid by the council, might be of so excessive a character as to become an illegal or *ultra vires* payment; that the sum in question was of such a character as to be brought within the words "an item of account contrary to law" within the meaning of s. 247 (7) of the Public Health Act, 1875; and that the auditor had acted within the powers conferred on him by the latter section in disallowing and surcharging the amount.—REX *v.* ROBERTS, *K.B.D.*, 343; 1924, 1 K.B. 514.

6. *Milk Supply—Contract with Company—Chairman of Guardians also Shareholder and Employeé in Company—Whether entitled to vote on giving of Contract to Company—Procedure*—Quo Warranto—*Local Government Act*, 1894, 56 & 57 *Vict.*, *c.* 73, *s.* 46.—The chairman of a board of guardians presided at certain meetings which, after consideration of tenders for a supply of milk, resulted in a contract being given to a company in which he was employed and in which he was a shareholder. A resident in the parish, who was not a ratepayer, commenced an action for a declaration that the chairman was disqualified under s. 46 of the Local Government Act, 1894, owing to his having voted at the meeting in connection with the contract, and for an injunction to restrain him from sitting as a member of the board, and for penalties.

Held (1) that the defendant was not "concerned" in the contract within the meaning of s. 46; (2) that he voted at the meetings; and (3) that the action would not lie and must be dismissed.

Quære, whether, if *quo Warranto* proceedings had been instituted, the plaintiff would have been a proper relator.—EVERETT *v.* GRIFFITHS, *K.B.D.*, 562; 1924, 1 K.B. 941.

7. *Private Street Works—Provisional Apportionment—Absence of Resolution by Local Authority to contribute towards Expenses—Jurisdiction of Justices as to interference with Discretion of Local Authority—Private Street Works Act*, 1892, 55 & 56 *Vict.*, *c.* 57, *ss.* 6, 7, 8, 15.—Section 15 of the Private Street Works Act, 1892, confers on the urban authority a discretion as to whether there shall be a contribution by them towards the expenses of carrying out any private street works, and, in proceedings instituted under s. 8 for the hearing of objections to proposed works, it is not open to the magistrates, in the absence of a resolution under s. 15, to act as if such a resolution had been passed, or (in effect) to pass a resolution imposing upon the council the duty of making a contribution towards such expenses.—CHESTER CORPORATION *v.* BRIGGS, *K.B.D.*, 276; 1924, 1 K.B. 239.

8. *Urban District Council—Disqualification from Membership—Parochial Relief—Relief given by way of Loan—Poor Law Amendment Act*, 1834, 4 & 5 *Will. IV*, *c.* 76, *s.* 58—*Local Government Act*, 1894, 56 & 57 *Vict.*, *c.* 73, *s.* 46 (1) (*b*).—The relief referred to in s. 46 (1) of the Local Government Act, 1894 (by which it is provided that a person shall be disqualified from membership "of a council of a parish or of a district other than a borough or of a board of guardians if he . . . (*b*) has within twelve months before his election, or since his election, received union or parochial relief"), includes relief received from the guardians of the poor of a union by way of loan.—CHARD *v.* BUSH, *K.B.D.*, 104; 1923, 2 K.B. 849.

9. *Urban District Council—Work done at request of Council—Housing Scheme—Contract for over £50—Quantity Surveyor—Contract not under Seal—Executed consideration—Public Health Act*, 1875, 38 & 39 *Vict.*, *c.* 55, *s.* 174—*Housing of the Working Classes Act*, 1890, 53 & 54 *Vict.*, *c.* 70, *s.* 56—*Housing, Town Planning, &c., Act*, 1919, 9 & 10 *Geo.* 5, *c.* 35, *s.* 1.—A quantity surveyor claimed fees from an urban district council in respect of work done on their behalf in connection with a proposed housing scheme under s. 1 of the Housing, Town Planning, &c., Act, 1919, which had in the meantime been abandoned. The urban district council resisted the claim on the ground that the contract made with the plaintiff had not been sealed with the seal of the council, and as the contract was for over £50 the plaintiff could not recover, because the urban district council could not contract for over £50 except under seal.

Held, that the urban district council could not contract for over £50, and therefore, as the sum claimed was over £50 and the contract was not under seal, the plaintiff could not recover.

Decision of Bailhache, J., 68 SOL. J., 141; 1924, 1 K.B. 87, affirmed.—NIXON *v.* ERITH URBAN DISTRICT COUNCIL, *C.A.*, 537; 1924, 1 K.B. 819.

LUNATIC:—

Will made while compos mentis—*Discretion of Chancery Division as to Enforcing Lunacy Orders.*—Orders in lunacy are recognized and enforced in the Court of Chancery on the ground only that it would be against good conscience not to give effect to them, and the Court of Chancery is accordingly free to say that, if the circumstances have so altered that to enforce them would produce greater inequality than if they were not enforced, then it will not enforce them.

A testatrix's estate was ordered to be distributed without regard to certain orders in lunacy made therein.—*Re* MERRALL, *Tomlin, J.*, 209; 1924, 1 Ch. 45.

LUNACY:

Alleged Wrongful Detention as a Lunatic—Damages—Misdirection—Remoteness—Novus actus interveniens—*Lunacy Act*, 1890, 53 *Vict.*, *c.* 5, *s.* 330.—In November, 1912, the plaintiff was examined by two medical men and an order was made by a justice for his reception as a person of unsound mind in the defendant Dr. A.'s licensed house, Malling Place. On 12th December, on Dr. A.'s advice, a leave of absence order for twenty-eight days was sanctioned by the proper authority. On 14th December the plaintiff visited the offices of the Lunacy Commissioners in London. The plaintiff's explanation of why he went there was to ask the Commissioners to send a man home to live with him in his house for the twenty-eight days, during which, according to the plaintiff's statement, his brother had told him that he was to be under his care, in order that the man might see that he had fair play. The defendant Dr. B. formed the opinion that the plaintiff was in such a condition as to be manifestly unfit to take care of himself, or to be allowed out any longer on probation, and he accordingly communicated with Dr. A., who thereupon sent a motor, with two attendants, to fetch the plaintiff, who had been told that he must remain at the office until the motor arrived. He did so remain for some hours until the arrival of the motor car, when he was taken back to the defendant Dr. A.'s licensed house, where he remained until 22nd February, 1913. He was then transferred to another home, and from that date until October, 1921, when he escaped from a home at Aylsham, the plaintiff was on many occasions examined by medical men and Lunacy Commissioners and visitors.

Held, on appeal from a verdict and judgment for £25,000 damages for wrongful detention as a lunatic (1) that Dr. A. was entitled under the reception order and the leave of absence order to terminate the plaintiff's leave of absence, if he considered it necessary to do so, and to do so in the way in which he did; (2) that Dr. A., having acted in good faith and with reasonable care, was entitled to the protection of s. 330 of the Lunacy Act, 1890, and therefore judgment must be entered for him; (3) that Dr. B. was entitled to a new trial on the ground of misdirection as to damages. It was a misdirection to direct the jury that they were entitled to compensate the plaintiff on the footing that the direct consequence of the detention of the plaintiff at the offices of the Lunacy Commissioners was that he should be detained during the whole period from 12th December, 1912, until his escape in 1921. The chain of causation connecting the prolonged detention of the plaintiff with the act of Dr. B. had been broken, and the damages should be confined to damages for an imprisonment up to the time when the defendant Dr. A. had the opportunity and exercised it of forming an independent judgment on the plaintiff's mental condition. It was not permissible for the jury to take into account the whole period of detention in assessing damages.

Verdict and judgment of Lush, J., and a special jury reversed.—HARNETT *v.* BOND, *C.A.*, 770.

MANOR:—

1. *Court Rolls—Custody—Liability for Disposing of—Court Rolls in possession of Stranger—Obligation to produce for Inspection—Detinue—Statute of Limitations*, 1623, 21 *Jac.*, *c.* 16, *s.* 3.—As between the lord of a manor and the steward,

the steward is entitled to the custody of the court rolls of the manor subject to certain obligations as to allowing the lord custody for certain purposes.

In re Jennings, 1902, 1 Ch. 906, followed.

Tenants of a manor are entitled to production of such court rolls as are in possession of the lord or steward for the purpose of evidencing their title.

The lord is not a trustee of the court rolls and can dispose of them, in which case the obligation to produce them follows their possession into the hands of a stranger.

Anonymous, 1754, 2 Ves. Sen. 578, followed.

An action for detinue is not confined to "goods and cattle" within the meaning of s. 3 of the Statute of Limitations, 1623, which only applies to actions for replevin, and an adverse title set up more than six years ago is a good defence.—BEAUMONT *v.* JEFFERY, *Lawrence, J.*, 867.

2. *Manorial Rights—Claim to Sporting Rights over Freehold Land—Grant of Free Warren in* 1301*—Alienation of Manor by Grantee—Rights of Successors of Alience—Franchise in Gross—Prescription.*—In 1301 the Crown granted to J a franchise of free warren over the manor of B, of which J was the lord. J subsequently alienated the manor. Upon a claim by the lord of the manor to sporting rights over freehold lands in the manor, upon the ground that the franchise of free warren was appurtenant to the manor, and, alternatively, that a grant from the Crown must be preserved from immemorial and continuous enjoyment,

Held, that there was no evidence of continuous enjoyment sufficient to justify a right by prescription. Held, further, that the grant of free warren to J might have passed when he alienated the manor, and even if he reserved it, it then became a franchise in gross and as such, upon the authority of *Morris* v. *Dimes*, 1 A. & E. 664, did not pass with the manor so as to confer the rights claimed by the present holder of the manor.—HODGSON *v.* MCCREAGH, *C.A.*, 58.

MERCHANDISE MARKS :—

False Trade Description—Wine—Tarragona Port—Port—Definition—Merchandise Marks Act, 1887, 50 & 51 *Vict. c.* 28, *ss.* 2, 3—*Anglo-Portuguese Commercial Treaty Act*, 1914, 5 *Geo.* 5, *c.* 1, *s.* 1—*Anglo-Portuguese Commercial Treaty Act*, 1916, 6 & 7 *Geo.* 5, *c.* 39, *s.* 1 (1).—Under the provisions of the Anglo-Portuguese Commercial Treaty Acts of 1914 and 1916, it is enacted that wine called "port" must (1) come from Portugal, and (2) be accompanied by a certificate issued by the competent Portuguese authorities to the effect that it is a wine to which by the law of Portugal the description "port" may be applied. The sale of red Spanish wine under the description "Tarragona Port" is, therefore, a false trade description within s. 2 of the Merchandise Marks Act, 1887.—SANDEMAN *v.* GOLD, *K.B.D.*, 140; 1924, 1 K.B. 107.

MINES :—

Checkweigher in Coal Mine—National Stoppage—Threat not to re-open with same Checkweigher—Coal Mines (Check Weigher) Act, 1894, 57 & 58 *Vict., c.* 52, *s.* 1.—A duly elected checkweigher does not continue to be a duly elected checkweigher after a national stoppage without re-election.

Whitehead v. *Holdsworth*, 1878, 4 Ex. D. 13, and *Merryton Coal Co.* v. *Anderson*, 1890, 18 Ritchie 203, applied.

A threat not to re-open a mine with the checkweigher who was checkweigher to the mine before a national stoppage of work is not a breach of s. 1 of the Coal Mines (Check Weigher) Act, 1894.—RICHARDS *v.* DUFFRYN COLLIERY, Sargant, J., 13; 1923, 2 Ch. 520.

MONEYLENDER :—

Re-opening Transaction—Excessive Interest—Security—Risk Incurred—Trickery and Overreaching—Moneylenders Act, 1900, 63 & 64 *Vict. c.* 51, *s.* 1.—A loan of £300 was made by a moneylender to the plaintiff, a married woman, on the security of a promissory note for £500, payable by monthly instalments over two years, and a pledge of furniture of considerable value. There was evidence that the plaintiff had been over-reached or tricked into the arrangement.

Held, that the contract must stand as a security for £300 and interest at £15 per cent., on payment of which the furniture was to be delivered to the plaintiff.—KRUSE *v.* SEELEY, Eve, J., 139; 1924, 1 Ch. 136.

MORTGAGE :—

1. *Client Depositing Shares with Firm of Stockbrokers as Cover—Shares Improperly Sold Unknown to Client—Subsequent Bankruptcy of Firm—Account Between Trustee in Bankruptcy and Client—Date for Ascertaining Value of Shares in Account.*—A firm of stockbrokers improperly sold shares deposited with them by a client, rendering him no account of the sale, and subsequently became bankrupt. The trustee in bankruptcy rendered to the client an account of his dealings with the firm, showing a balance due to the estate, in which he credited the client with the actual sum received for the shares. The value of the shares was lower at the date of the receiving order than at the date of sale, but at the time when the trustee obtained a certificate certifying the amount due from the client by the account the value of the shares was considerably higher than at either previous date.

Held by Warrington and Sargant, L.JJ. (Pollock, M.R., dissenting), that the client, as mortgagor, had the right to call for the return of the shares against payment of any sum due from him; therefore the proper date for fixing the value of the shares for credit of the client was the day before the certificate was passed; that being the day up to which the mortgagee was in a position to qualify himself to fulfil his obligation, should the mortgagor tender the amount of the debt.—ELLIS AND CO. *v.* DIXON-JOHNSON, *C.A.*, 682; 1924, 1 Ch. 342.

2. *Foreclosure—Interim Receiver—Possession by Mortgagor—Delivery up of—Form of Order.*—An order for delivery up of possession to an interim receiver is an order which the court has jurisdiction to make on motion, although there is a discretion in the court not to make it, and it should be made on terms that if the mortgagor makes an offer to attorn tenant at a suitable rent with proper guarantees for its payment, such offer must be brought before the court for consideration by the receiver.

Hawkes v. *Holland*, 1881, W.N. 128, applied.—PRATCHETT v. DREW, Tomlin, J., 276; 1923, 1 Ch. 280.

3. *Mortgagor to form Company "Within Six Months of the Declaration of Peace"—Whether Calendar or Lunar Months.*—Although by the common law the word "month" means a lunar month, or period of twenty-eight days, it is open to the court to look at the intention of the parties to a contract to see whether a lunar or calendar month was intended. Further, in mortgage transactions there is a general rule that "month" means calendar and not lunar month.

Decision of Eve, J., 68 SOL. J. 252, reversed.—SCHILLER *v.* PETERSON & CO., *C.A.*, 340; 1924, 1 Ch. 394.

See also Company.

4. *Voluntary Assignment of Property Mortgaged—Assignment not subject to Mortgage—Liability of Assignor's Estate to Recoup.*—A testator mortgaged two policies to an insurance company to secure a loan, and subsequently assigned them to his wife, without mentioning the mortgage and himself kept down the interest on the mortgage debt.

Held, that the testator's widow had an equity to be recouped out of the testator's estate the amount of the mortgage debt and interest which had been deducted by the insurance company from the policy moneys paid over to her.—*Re* BEST, *Tomlin, J.*, 102; 1924, 1 Ch. 42.

MOTOR CAR :—

1. *Limited Trade Licence—Breach by Servant—Liability of Employer—Roads Act*, 1920, *s.* 12.—The driver of a motor car, in respect of which a limited licence had been granted, while using the vehicle on a public road carried a number of passengers in excess of the number permitted by the licence.

Held, that the employers, notwithstanding the fact that they had specifically instructed the driver to observe the regulations, had committed an offence, and ought to be convicted, and that the driver ought also to be convicted as an aider and abettor.—GRIFFITHS *v.* STUDEBAKERS, *K.B.D.*, 118; 1924, 1 K.B. 102.

2. *Negligence—Car Driven by Permission of Owner—Accident—Owner in Car at Time of Accident—Control—Death of Third Party from Injuries—Liability.*—The owner of a motor car allowed a friend to drive it on a certain occasion, while he himself formed one of the party. An accident happened, owing to the negligence of the driver, resulting in the death from injuries of a third occupant of the car. In an action by the widow against the owner for damages,

Held, that the circumstances did not amount to a delegation of control of such a nature as to render the owner less liable than he would have been if he had been driving the car himself, and that there must be judgment for the plaintiff.

Samson v. *Aitchison*, 1912, A.C. 844, followed.—PRATT *v.* PATRICK, *K.B.D.*, 387; 1924, 1 K.B. 488.

3. *Stage Carriage—Alleged Overcrowding—Stage Carriages Act*, 1832, 2 & 3 *Wm.* 4, *c.* 120, *s.* 5—*Railway Passenger Duty Act*, 1842, 5 & 6 *Vict.*, *c.* 79, *ss.* 13, 15—*Customs and Inland Revenue Act*, 1869, 32 & 33 *Vict.*, *c.* 14, *s.* 39, *Sched. E—Locomotives on Highways Act*, 1896, 59 & 60 *Vict.*, *c.* 36, *s.* 1 (1).—Sections 13 and 15 of the Railway Passenger Duty Act, 1842, which restrict the number of persons to be conveyed in a stage carriage, are, having regard to s. 1 (1) (*b*) of the Locomotives on Highways Act, 1896, under certain circumstances, applicable to a motor omnibus.—DENNIS *v.* MILES, *K.B.D.*, 755.

And see Highway, Insurance, Sale of Goods.

NATIONALITY :—

Treaty of Peace (Austria)—Treaty of Peace (Austria) Order, 1920-1921, *Clause* (1) (*ix*), 2—*Function of Austrian Administrator—Satisfaction as to Nationality—Action for Declaration that Acquisition of Nationality Shown.*—Under the Treaty of Peace (Austria) Order, imposing a charge on the property of nationals of the former Austrian Empire, persons who can do so may show to the satisfaction of the Administrator of Austrian Property that they have *ipso facto* acquired the nationality of an allied or associated Power, and if they do, they are no longer to be deemed nationals of the former Austrian Empire.

Held, that if upon an application, the Austrian Administrator was not so satisfied that the applicant had so acquired an allied or associated nationality, the court had no power in an action for a declaration or otherwise to interfere with his decision.—REITZES DE MARIENWERT *v.* ADMINISTRATOR OF AUSTRIAN PROPERTY, *C.A.*, 644.

And see Alien, Treaty of Peace.

NEGLIGENCE :—

1 *Motor-car left Unattended on Highway—Intervention of Third Person—Defective Brakes—Damage—Liability.*—A motor car, which was left unattended on a highway on the side of a hill, was caused, by the intervention of a mischievous boy, to descend the hill, thereby injuring a wall In proceedings before the County Court judge against the owner of the car for damages in respect of the injury to the wall, it was proved that one of the brakes was defective. The County Court judge found that the owner of the car was liable. The owner of the car appealed.

Held, that there was evidence which justified the County Court judge in coming to his decision and that the appeal must be dismissed.—MARTIN *v.* STANBOROUGH, *K.B.D.*, 739.

2. *Property Adjoining Highway—Trespass—Shop Window Broken by Pony which had Bolted—Liability.*—A pony bolted on a highway, ran into and broke the window of a shop adjoining the highway, and did other damage to the contents of the shop. The occupants of the shop commenced an action against the owners of the pony for damages for negligence, or, alternatively, for damages for trespass.

Held, that circumstances of this nature afforded a *prima facie* case of negligence ; that the owners of the pony could not be made liable merely for the trespass or for the damage done to property adjoining the highway, unless the damage was due to negligence ; that negligence had been established, and that the defendants were liable for the loss suffered by the plaintiffs.

Observations of Lord Blackburn in *River Wear Commissioners* v. *Adamson*, 2 App. Cas. 743, at p. 767, applied.—GAYLER & POPE *v.* DAVIES & SON, *K.B.D.*, 685 ; 1924, 2 K.B. 75.

3. *Risk Voluntary Incurred to Protect another Person—Contributory Negligence.*—A husband and wife went on business to certain business premises of which the roof was being repaired by a firm of contractors. A piece of glass from the skylight fell and struck the husband. The wife made a sudden movement to pull her husband out of danger and strained her leg. She then suffered from the recurrence of a disease known as thrombosis. The husband and wife commenced an action against the contractors for damages for negligence.

Held, that her action was reasonable and proper under the circumstances, and that she was not guilty of contributory negligence, and was entitled to recover damages.—BRANDON *v.* OSBORNE & CO., *K.B.D.*, 460 ; 1924, 1 K.B. 548.

And see Motor Car.

NUISANCE :—

Private Nuisance—Nuisance caused by Third Party—Using Land as Tip for Refuse without Occupier's Knowledge and Consent—Spontaneous Combustion of Refuse—Danger to Adjoining Property by Spread of Fire—Abatement of Nuisance—Protection against the Fire—Responsibility of Innocent Occupier—Fires Prevention (Metropolis) Act, 1774, 14 *Geo. III*, *c.* 78, *s.* 86.—Land of the plaintiffs which adjoined the defendants' canal was used by a third party without the plaintiffs' knowledge as a tip for refuse brought in barges along the canal. The tip caught fire and endangered the bed of the canal. In an action to determine the liability for the cost of works executed by the defendants for the protection of the canal,

Held (Scrutton, L.J., dissenting), that the plaintiffs were not liable, (1) because the nuisance was a private, and not a public, nuisance and the plaintiffs were innocent of any act or default which caused it, or of any negligence in relation to it, and (2) the Fires Prevention (Metropolis) Act, 1774, exempted them from liability on the ground that the fire was accidental.—JOB EDWARDS LIMITED *v.* BIRMINGHAM NAVIGATION, *C.A.*, 501 ; 1924, 1 K.B. 341.

PATENTS AND DESIGNS :—

Registered Design—Practice—Infringement—Interlocutory Injunction—Registration of Recent Date—Genuine Dispute as to Validity—Injunction Discharged.—Where a design has been recently registered, but has not been established by a decision of the court, and there is a genuine dispute in reference to its validity, an interlocutory injunction to restrain its infringement will not be granted, in the absence of special circumstances.

The practice in respect of interlocutory injunctions in cases of patents of recent origin followed in the case of a registered design.—SMITH *v.* GRIGG, *C.A.*, 561 ; 1924, 1 K.B. 655.

POLICE :—

Special Police Service—Emergency—Strike—Protection of Life and Property—Local Police Authority able to give ample Protection by a Mobile Force—Demand for Resident Garrison of Police—Right of Police Authority to charge reasonable Cost of Special Police Service required—County Police Act, 1839, 2 & 3 *Vict. c.* 93, *s.* 8—*Police Act*, 1890, 53 & 54 *Vict. c.* 45, *ss.* 16, 25.—During a strike, the defendants required the police authority to provide a special mode of protection for lives of the defendants' employees and for the defendants' property, by a resident garrison. The local police authority was able and willing to provide ample protection for life and property by means of a mobile force of police.

Held (Atkin, L.J., dissenting), that the local police authority was entitled to charge the defendants the reasonable cost of providing the special mode of police protection required by them.—GLAMORGAN C.C. *v.* GLASBROOK BROTHERS, *C.A.*, 576 ; 1924, 1 K.B. 879.

POOR LAW :—

"*Wilful Refusal to Maintain Himself . . . or his Family*"—*Offer of Work—Condition—Acceptance of Wages below Union Rate—Refusal to continue to do Work Offered—Reasonableness of Refusal—Vagrancy Act*, 1824, 5 *Geo.* 4, *c.* 83, *s.* 3.—A Court of Quarter Sessions allowed the appeal of a workman (who together with his family had become chargeable to the Lewisham Union) from a conviction by a magistrate under s. 3 of the Vagrancy Act, 1824, for refusing to continue to do work which had been offered to him by the guardians with a view to enabling him to maintain himself and his family. He accepted it in the first instance, but refused to continue to do it, on the ground that the trade union of which he was a member objected to his doing so, because the wages offered were lower than the rate of wages approved by the union for that class of work.

Held (Avory, J., doubting), that in view of the observations in *Poplar Union* v. *Martin*, *infra*, and of the facts proved, the Court of Quarter Sessions was entitled to come to the conclusion at which they had arrived.

Poplar Union v. *Martin*, 53 W.R. 398 ; 1905, 1 K.B. 728, applied. NICE *v.* LEWISHAM GUARDIANS, *K.B.D.*, 520 ; 1924, 1 K.B. 618 ; and see Local Government, Rating.

POWER—See Appointment.

PRACTICE :—

1. *Action—Joinder of Parties—Claim by One of Two Co-Contractors—Refusal of other Co-Contractor to join as Plaintiff in Action—Alleged Collusion with Defendants—Effect on Rule as to Offering Indemnity for Costs of Action—Joinder as Defendant without Offering Indemnity for Costs.*—The rule of practice, that where one of two co-contractors desires to sue in his own name and the other co-contractor refuses to join as plaintiff, the offer by the plaintiff of an indemnity to his co-contractor against the costs of the action is a condition precedent to the right of the plaintiff to join the latter as defendant, is not without an exception ; for example, where a co-contractor refuses to join as a plaintiff in an action to recover damages for the breach of a contract because that co-contractor has procured or conspired with the defendants to commit a breach of that contract, the co-contractor being a necessary party, can be joined as defendant to the action without any indemnity against costs being offered to him.—JOHNSON *v.* STEPHENS AND CARTER, *C.A.*, 59 ; 1923, 2 K.B. 857.

2. *Action—Notice of Discontinuance after Entry for Trial—Effect.*—Once an action is entered for trial a plaintiff cannot discontinue without either the written consent of the parties or the leave of the court, and accordingly a notice of discontinuance under R.S.C. Ord. 26, r. 1, served by the plaintiff after the action had been entered for trial by the defendants was held ineffective.

Matthews v. *Antrobus*, 1879, 49 L.J., Ch. 80, followed.—MONTEIRO *v.* COTTERELL AND MINTER, Russell, J., 843.

3. *Counter-claim—Discontinuance of Action—Counter-claim not Pleaded—"Setting Up"—Judicature Act*, 1873, 36 & 37 *Vict. c.* 66, *s.* 24—*R.S.C. Ord.* 19, r. 3—*Ord.* 21, *rr.* 10, 16.—By R.S.C. Ord. 21, r. 16, "If, in any case in which the

defendant sets up a counter-claim, the action of the plaintiff is stayed, discontinued, or dismissed, the counter-claim may nevertheless be proceeded with."

Held, that Ord. 21, r. 16, refers to a setting up in the pleadings or some proceeding whereby the counter-claim became part of the record of the court or something which was filed in the court. Mere notice in the correspondence between the parties of a desire on the part of the defendant to set up a counter-claim is not sufficient to "set up" a counter-claim within the rule.—THE "SAXICAVA," *C.A.*, 666; 1924, P. 131.

4. *Default of Pleading—Defence Delivered After Default—Motion for Judgment—Non-Appearance—Form of Order—R.S.C. Ord.* 27, *r.* 11.—Where a defence was not delivered until after the plaintiff had served a notice of motion for judgment, the court made the order asked for by the motion, but directed the order not to be drawn up for a week, with liberty to the defendant to move to discharge it.—BUTTERWORTH *v.* SMALLWOOD, *Eve, J.*, 478.

5. *Discovery—Interrogatories—Foreign Law—Proof—Interrogatories Proposed to be Administered to Non-Expert Person—Competency of Witness—Admissibility of Interrogatories.*—Foreign law must be proved by the evidence of experts skilled in the particular foreign law which is material to the proceeding, and interrogatories proposed to be administered to a non-expert, who might nevertheless happen to know the answer to the questions asked, are not admissible.—PERLAK PETROLEUM MAATSCHAPPY *v.* DEEN, *C.A.*, 81; 1924, 1 K.B. 111.

6. *Official Referee—Open Order of Reference—Rules as to Distribution of Business among Official Referees—Irregularity—Jurisdiction—R.S.C.* 1833 *Ord.* 36, *rules* 45, 46, 47, 47b.—In an action, an order was made referring the matters in issue to an official referee, but no particular referee was named in the order. By an honest mistake made by the clerk in charge of the list, the case was allotted to and tried by an official referee who was not next in rotation.

Held (Atkin, L.J., dissenting), that the rules of court relating to the distribution of business are rules of procedure and do not touch the question of jurisdiction. The irregularity in this case was therefore not a ground for setting aside the judgment.

Decision of the Divisional Court, 39 T.L.R. 581, on this point affirmed.—SHRAGER *v.* DIGHTON, *C.A.*, 167; 1924, 1 K.B. 274.

7. *Petition for Vesting Order not consequent upon appointment of new Trustee—Petition or Summons—Trustee Act*, 1893, 56 & 57 *Vict. c.* 53, *s.* 26 (*ii*) (*b*) (*c*), *s.* 35—*R.S.C.*, 1883, *Ord.* 54B, *r.* 2, *Ord.* 55, *rr.* 13 *and* 13B—*Lunacy Rules*, 1900.—An application for a vesting order not consequent upon the appointment of a trustee, under the Trustee Act, is made by petition although such an application if made in Lunacy would be made by summons.

Under the Lunacy Rules, and by Ord. 55, *r.* 13B, the procedure relating to vesting orders under the Trustee Act, 1893, shall *mutatis mutandis* apply to applications for vesting orders under the Lunacy Acts.—*Re* MUGGLETON, *Lawrence, J.*, 519.

8. *Reference to Special Referee—Account Ordered—Consent as to Taking—Motion to vary Certificate—Jurisdiction of Court—Arbitration Act*, 1889, 52 & 53 *Vict. c.* 49, *ss.* 13, 14—*R.S.C. Order* 36 & 54.—Where the court refers any question in an action requiring special or detailed examination, such as accounts to a special referee or arbitrator agreed on by the parties under the Arbitration Act, 1889, it does not lose jurisdiction over the matter, and a party dissatisfied with the report or award of the referee may move to vary it or to set it aside.—KENDJIAN *v.* GUMUCHDJIAN, *C.A.*, 320.

And see Costs, Evidence.

PRINCIPAL AND AGENT:—

Indemnity—Sale of Business to Limited Company—Business carried on by Vendor till Completion of Purchase—Vendor Paid Agent of Purchasers—Assessment of Vendor to Super Tax—Costs Incurred by Vendor in Appealing against Assessment—Right of Indemnity against Purchasers.—The plaintiff sold his business to the defendants, a limited company, as from 1st January, 1919. The agreement provided that the purchase should be completed on the 15th September, 1919, and that the possession of the property and business should be retained by the vendor until completion, and that he should in the meantime carry on the business and should be deemed to have been carrying on the business on account of and for the benefit of the purchasers, and should account and be entitled to be indemnified accordingly. It was also provided that, while so carrying on business, the plaintiff should be paid a fixed monthly sum for his services. The plaintiff was assessed to super tax in respect of the profits of the business during the period in question, and he incurred legal costs in an unsuccessful appeal against the assessment. He claimed an indemnity from the defendants.

Held, that notwithstanding that the defendants, being a limited company, would not be liable to pay super tax, they were bound to indemnify the plaintiff both against the super tax paid by him in respect of the profits of the business for the period in question, and for the costs incurred by him in unsuccessfully appealing against the assessment.

Decision of McCardie, J., 1923, 2 K.B. 234, affirmed.—ADAMS *v.* MORGAN & CO., *C.A.*, 384; 1924, 1 K.B. 751.

RAILWAY:—

1. *Fire due to Sparks from Engine—Claim for Compensation—Validity of Claim—Railway Fires Act*, 1905, 5 *Edw.* 7, *c.* 11.—A fire was caused by sparks from a locomotive engine, which was being used under the statutory powers of a railway company and without negligence. The Commissioners of Woods and Forests (the land affected being under their management) sent in to the company within a claim for compensation amounting to over £3,000. No mention of the Railway Fires Act, 1905, was made in the documents supporting this claim. Subsequently the Commissioners altered their claim to one for a sum of £100, being the maximum amount for which a claim could be made under the Act of 1905. Ultimately an information was laid against the company in which £100 was claimed in respect of damages.

Held, that, though no mention of the Act of 1905 was made in the original claim, and though that claim was for a larger amount, the Commissioners were not precluded from subsequently making a claim (on the basis that the fire was not the result of negligence) for the smaller amount authorised by the statute; and that the procedure which had been adopted did not invalidate the claim made under the Act of 1905.—ATTORNEY-GENERAL *v.* GREAT WESTERN RAILWAY, *K.B.D.*, 500; 1924, 2 K.B. 1.

2. *Negligence — Passenger — Workman's Ticket — Contract Limiting Company's Liability to* £100—*Fatal Accident—Claim by Widow—Whether Damages Limited to* £100—*Fatal Accidents Act*, 1846, 9 & 10 *Vict. c.* 93, *ss.* 1, 2.—The plaintiff's husband was a passenger on the defendants' railway on the terms of a workman's ticket which was issued subject to a condition limiting the company's liability to a sum not exceeding £100. He was killed owing to the negligence of the defendants' servants. The plaintiff, the widow, claimed under the Fatal Accidents Act, 1846.

Held, that the cause of action given to the widow was entirely distinct from the cause of action of the deceased man and involved a different measure of damages; and the widow's claim was not limited by the contract made by her deceased husband with the defendants.

Decision of Swift, J., 92 L.J., K.B. 703; 39 T.L.R. 514, affirmed.—NUNAN *v.* SOUTHERN RAILWAY, *C.A.*, 139; 1924, 1 K.B. 223.

RATING:—

1. *Appeal to Quarter Sessions—Notice—Respite—Further Respite—Point Raised not Specified in Notice of Objection to Assessment Committee—Poor Relief Act*, 1743, 17 *Geo. II*, *c.* 38, *s.* 4—*Union Assessment Committee Act*, 1862, 25 & 26 *Vict. c.* 103, *s.* 18—*Union Assessment Committee Amendment Act*, 1864, 27 & 28 *Vict. c.* 39, *s.* 1.—A colliery company gave notice of objection to the valuation list in force in the parish, and appealed against a poor rate on the ground that the valuation of the colliery was unfair, incorrect or excessive and illegal. In a schedule to the notice they filled in the value of the colliery under the heading "present rateable value," but made no entry in the column headed "present gross estimated rental in rate book." No objection was made to the assessment committee that the statutable deductions from the gross were insufficient, but there was nothing to show that the objectors had definitely limited their case so as to exclude this contention. The assessment committee upheld the assessment and the colliery owners appealed to Quarter Sessions. The notice given before the Midsummer Sessions was less than the requisite twenty-one days' notice. The appeal was entered and respited to the Michaelmas Sessions, and was then further respited to the Epiphany Sessions. No new twenty-one days' notice was given either for the Michaelmas or the Epiphany Sessions.

Held, that the notice which was in fact given, and which was not a twenty-one days' notice for the Midsummer Quarter Sessions, was a good notice for the Michaelmas Quarter Sessions, and it was not open to the assessment committee to say that a twenty-one days' notice was not given, and, notwithstanding the provisions of s. 4 of the Poor Relief Act, 1743, no valid objection could be taken to Quarter Sessions respiting the appeal from the Michaelmas Sessions to the Epiphany Sessions. The notice already given remained a good notice notwithstanding the further respiting of the appeal.—REDHEUGH COLLIERY *v.* GATESHEAD UNION, *C.A.*, 341; 1924, 1 K.B. 369.

2. *Drainage Rate—Contribution by Local Authority—Liability of Individual Householder—Expenses of Execution and Maintenance of Works—Administrative and General Expenses—Sewers Act*, 1841, 4 & 5 *Vict. c.* 45, *s.* 2—*Land Drainage Act*, 1861, 24 & 25 *Vict. c.* 133, *ss.* 33, 47.—*Land Drainage Act*, 1918, 8 & 9 *Geo.* 5, *c.* 17, *s.* 5—*Land Drainage (Ouse) Provisional Order Confirmation Act*, 1920, 10 & 11 *Geo.* 5, *c.* cxxii, *Sched. Art.* 11, *paras.* (1), (ii), (iii), (viii).—By para. viii of Art. 11 of the Schedule to the Land Drainage (Ouse) Provisional Order Confirmation Act, it is provided that so long as an urban authority contributes to the expenses connected with the execution or maintenance of the works of the Ouse Drainage Board, the Board shall not levy any drainage rate in respect of buildings or other hereditaments not being agricultural land. In June, 1922, the Board levied a rate of 2d. in the £ on the occupiers of all rateable lands, buildings and hereditaments within the Ouse drainage district, for the purpose of defraying the administrative and general expenses of the Board. In August, 1922, the St. Ives Urban District Council by resolution undertook to contribute to the expenses of the execution and maintenance of the works of the Board. In December, 1922, the appellant who owned a house within the urban district of St. Ives (being a district comprised within sub-area A9 of the district administered by the St. Ives Urban District Council) received a demand note in respect of the rate above referred to without having previously received notice that the rate had been made. He appealed to the Court of Quarter Sessions on the ground, *inter alia*, that he was not liable for the rate. That court gave a decision in favour of the respondent council, but stated a case.

Held, affirming the decision of the Court of Quarter Sessions, that the rate was a legally effective rate and that Art. 11 (viii) did not relieve the appellant from liability for the rate in question, as it related solely to expenses of execution and maintenance of the work, and did not extend to the administrative and general expenses of the board.—WHEELER *v.* OUSE DRAINAGE BOARD, *K.B.D.*, 62.

3. *Poor Rate—Distress on Horses employed in Harvesting—Statute exempting Beasts which gain the Land from Distraint—No Application in Distraint for Poor Rate*—51 *Henry* 3, *Stat.* 4—*Poor Relief Act*, 1601, 43 *Eliz.*, *c.* 2, *s.* 3.—The owner and occupier of certain land refused to pay an amount for which he was assessed in respect of poor rate. Certain horses which belonged to him were seized (while employed in harvesting) under a distress warrant which was issued for the purpose of recovering the amount due from him in respect of the rate in question. He then commenced an action for damages for wrongful distress.

Held, that the Act of Henry 3, 51 Henry 3, Stat. 4, which exempted his "beasts that gain his land" from distraint under certain circumstances, did not apply to the statutory proceedings for the enforcement of a poor rate; that the horses were rightly seized; and that the action must be dismissed.

Hutchins v. *Chambers*, 1 Burr. 579, followed.—MCCREAGH *v.* COX, *K.B.D.*, 40.

4. *Poor Rate—General District Rate—Demand for Payment—Whether necessary—Procedure—Poor Relief Act*, 1601, 43 *Eliz.*, *c.* 2, *s.* 1—*Poor Relief Act*, 1743, 17 *Geo.* 2, *c.* 38, *s.* 11—*Distress for Rates Act*, 1849, 12 & 13 *Vict.*, *c.* 14, *s.* 5—*Public Health Act*, 1875, 38 & 39 *Vict.*, *c.* 55, *ss.* 210, 211, 222, 256.—In the statutes dealing with the recovery of a poor rate and general district rate there is an absence of any provision requiring that the demand shall be made within the year for which the rate is made, and there appears to be no ground for reading such a requirement into the law. *A fortiori*, it is not necessary for proceedings to recover payment of such rates to be taken within the year.

Davis v. *Burrell*, 10 C.B. 821, and *R.* v. *Blenkinsop*, 1892, 1 Q.B. 43, referred to.—GILL *v.* MELLOR, *K.B.D.*, 119; 1924, 1 K.B. 97.

REVENUE:—

1. *Corporation Profits Tax—Assessment—Shipping Company—Deductions Allowable in Respect of Wear and Tear—Accumulations During Years Prior to Operation of Corporation Profits Tax—Application of Principles Applicable to Income Tax—Finance (No.* 2) *Act*, 1915, 5 & 6 *Geo.* 5, *c.* 89, *Fourth Schedule, Rules* 2, 3—*Income Tax Act*, 1918, 8 & 9 *Geo.* 5, *c.* 40, *Sched. D, Cases* 1 *and* 2, *Rule* 6 (1), (3)—*Finance Act*, 1920, 10 & 11 *Geo.* 5, *c.* 18, *s.* 53 (1), (2).—By the Finance Act, 1920, it is provided that the same principles with regard to wear and tear are applicable in respect of corporation profits tax as are applicable in the case of income tax.

A dispute arose (regarding deductions allowable on account of wear and tear) in a case in which it was necessary to determine the profits for the purposes of corporation profits tax in the first year of assessability to that tax.

Held, that the accumulations of wear and tear in respect of previous years might be deducted, as they would have been under the Income Tax Acts.—INLAND REVENUE COMMISSIONERS *v.* NEW YORK AND PACIFIC CO., *K.B.D.*, 632.

2. *Corporation Profits Tax—"Assessed Tax"—Preferential Creditor—Crown—Companies (Consolidation) Act*, 1908, 8 *Edw.* 7, *c.* 69, *ss.* 107, 209—*Finance Act*, 1920, 10 & 11 *Geo.* 5, *c.* 18, *s.* 56—*R.S.C. Ord.* 55, *r.* 69.—The words "all assessed taxes," in s. 209 of the Companies (Consolidation) Act, 1908, are not confined to all taxes levied under Schedules A to K of 48 Geo. III, c. 55, but include such taxes as corporation profits tax, and in fact all assessed taxes imposed, whether before or after 1908.—*Re* WINGET, LIMITED, *Russell, J.*, 499; 1924, 1 Ch. 550.

3. *Corporation Profits Tax—Club—British Company—"Carrying on any Trade or Business or any Undertaking of a similar character"—Supply of Provisions to Members—Finance Act*, 1920, 10 & 11 *Geo.* 5, *c.* 18, *ss.* 52 (2), 53.—In 1912 a company was formed for the purpose of taking over and carrying on a members' social club, with a club-house and the usual amenities, including meals and refreshments. There was a surplus of income over expenditure, but no profits were made on the sale of refreshments. The members of the club and of the company were identical.

Held, that the club was not carrying on any trade or business or undertaking of a similar character, and therefore was not liable to corporation profits tax.

Decision of Rowlatt, J., 67 Sol. J. 681, reversed.—INLAND REVENUE COMMISSIONERS *v.* ECCENTRIC CLUB, *C.A.*, 300; 1924, 1 K.B. 390.

4. *Entertainments Duty—Place of Entertainment—Window Let for Purpose of Viewing Procession—Liability of Lessor to Tax—Finance (New Duties) Act*, 1916, 6 *Geo. V, c.* 11, *s.* 1 (1), (2), (6)—*Finance Act*, 1922, 12 & 13 *Geo. V, c.* 17, *s.* 11.—The proprietor of a hotel let a window in his hotel to enable the lessee thereof to view a street procession demonstrative of the miscellaneous trades and textile industries of the town in which the hotel was situated.

Held, that the window was a place of entertainment within s. 1 of the Finance (New Duties) Act, 1916, and that the proprietor of the hotel was chargeable with entertainments duty.—GIBSON *v.* REACH, *K.B.D.*, 210; 1924, 1 K.B. 294.

5. *Estate Duty—Inalienable Estate Tail—Whether Aggregated to find Rate of Duty—Interest of Successor—Property deemed to pass on Death—Finance Act*, 1894, ss. 1, 4, 5 (5).—As regards estates rendered inalienable by statute estate duty is to be levied only on the value of the interest of the successor to those estates, and such interest is not to be aggregated with the other property passing on the death, but is to be treated as an estate by itself.—NEVILL *v.* INLAND REVENUE, *H.L.*, 418; 1924, A.C. 385.

6. *Income Tax—Agent Employed Abroad—Residence in England—Contract for Employment in West Africa—Salary and Commission—Possessions out of the United Kingdom—Income Tax Act*, 1918, 8 & 9 *Geo.* 5, *c.* 40, *Sched. D, Case V.*—The respondent was employed by an English company under a contract made in England to be their district agent in West Africa, at a salary of £500, plus allowances and commission, which brought his earnings to considerably over £1,000 a year. He was to spend six months in England, during which his salary was to be £750. While in England he resided in a house which he had leased for the occupation of his wife and children while abroad. The Commissioners made an assessment upon him under Case V of Sched. D.

Held, that, assuming without deciding that the respondent was properly assessable as being resident in England, the salary and commission which he received and remitted to England was not income from a possession out of the United Kingdom under Case V, and the assessment must be discharged.

Decision of Rowlatt, J., 67 Sol. J., 810, affirmed.—PICKLES *v.* FOULSHAM, *C.A.*, 185; 1924, 1 K.B. 323.

7. *Income Tax—Deductions—Company Pension Scheme—Contribution by Company—Lump Sum on Actuarial Basis—Income Tax Act*, 1918, *Sched. D.*—A pension scheme was instituted to provide pensions for employees of a company. The company contributed a sum, based on an actuarial calculation, which would have the effect of causing that sum to disappear after the death of certain then existing employees for the provision of whose pensions it was specially intended.

Held, that the sum so contributed was allowable as a deduction in computing the profits of the company for the purposes of income tax.

Hancock v. *General Reversionary and Investment Co.*, 1919, 1 K.B. 25, applied.—ATHERTON *v.* BRITISH INSULATED AND HELSBY CABLES, *K.B.D.*, 813.

8. *Income Tax—Employee of Company—Income Tax on Salary paid by Company—Not in Pursuance of Contractual Obligation—Whether sum paid in respect of Income Tax as Salary Assessable.*—The sum paid by a company as income tax

in respect of the salary of one of its employees, and not deducted from that salary, is (even though the company has not entered into any contract with the employee for the payment of that sum) part of the income of the employee for income tax purposes.

North British Railway Co. v. *Scott*, 67 SOL. J., 122; 1923, A.C. 37, referred to.—HARTLAND *v* DIGGINES, *K.B.D.*, 648.

9. *Income Tax—Profits from Foreign Possessions—Assessment—No Dividend Remitted during Current Year—Whether Liable to Assessment—Income Tax Act*, 1918, 8 & 9 *Geo.* 5, *c.* 40, *Sched. D, case* 5, *r.* 1.—The holder of shares in a foreign company was assessed to income tax on the basis of the average of the three preceding years, although during the current year no dividend was remitted to him by the company. He appealed, and the General Commissioners discharged the assessment. The Crown then appealed.

Held, that the assessment had been rightly discharged on the basis that as no profits had arisen from the source in question payment of income tax could not be imposed, and that the appeal must be dismissed.

Brown v. *National Provident Institution*, 1921, 2 A.C. 222, applied.—WHELAN *v.* HENNING, *K.B.D.*, 883.

10. *Income Tax—Sale of Business—Interest on Unpaid Purchase Money—"Accruing Income."*—A company in St. Lucia gave up business and sold its estates. Part of the purchase money was left unpaid and was secured by a covenant on the part of the purchaser to pay that sum, with interest, on a certain date, an obligation which was not met. The Colonial Treasurer claimed income tax on the unpaid interest on the ground that it was income "accrued."

Held, that the company were not assessable, no income having accrued to it from any source within the colony.—ST. LUCIA MINES CO. *v.* TREASURER OF ST. LUCIA, *P.C.*, 456; 1924, A.C. 508.

11. *Income Tax—Sale of Railway—Purchase Money—Payment by Deferred Annuities—Interest on Capital.*—The amount paid by the Secretary of State for India to the plaintiff railway company as consideration for the purchase of the railway consisted in part of deferred annuities made up of interest on capital and a share of profits.

Held, that no part of such deferred annuities represented a repayment of capital and therefore the whole was subject to income tax.

East Indian Railway Co. v. *Secretary of State for India*, 1905, 2 K.B. 413, distinguished.—EAST INDIAN RLY. *v.* SECRETARY OF STATE FOR INDIA, *Astbury, J.*, 366.

12. *Income Tax—Travelling Expenses—Whether deductible—Income Tax Act*, 1918, 8 & 9 *Geo.* 5, *c.* 40, *Sched. E, r.* 9.—The Recorder of a provincial town, being a practising barrister in London, claimed to be entitled to deduct from the assessment to income tax in respect of the emoluments of the office of Recorder travelling and hotel expenses in respect of the occasions on which it was necessary for him to hold a court.

Held, that, having regard to the authorities, he was not entitled to make the deductions.

Cook v. *Knott*, 2 Tax Cas. 246, and *Revell* v. *Elworthy Brothers & Co.*, 3 Tax Cas. 12, referred to.—RICKETTS *v.* COLQUHOUN, *K.B.D.*, 843.

13. *Succession Duty—Rate of Duty—"Arising"—Succession Duty Act*, 1853, 16 & 17 *Vict.*, *c.* 51, *s.* 10—*Finance* (1909-10) *Act*, 1910, 10 *Edw.* 7, *c.* 8, *s.* 58 (4).—Under the will of his cousin the respondent became entitled to real estate on the death of the tenant for life. By the Act of 1910 the 5 per cent. duty was increased to 10 per cent. except in the case of a succession "arising" after 30th April, 1909. The testator died before that date, and the tenant for life died after that date.

Held, that the succession arose on the death of the testator, and therefore the duty on the succession was only 5 per cent.

Attorney-General v. *Anderton*, 1921, 1 K.B. 159 disapproved.—LORD ADVOCATE *v.* MACALISTER, *H.L.*, 575.

14. *Super Tax—Company—Dividend Equalisation Fund—Fund Distributed—Paid to Credit of Account of Shareholders with the Company—Whether Shareholders Assessable to Super Tax on their Shares in the Fund.*—Where amounts due to directors, who were also the ordinary shareholders in a company, in respect of their shares in a fund set aside out of profits for the equalisation of dividends, were paid into accounts which each director had with the company, into which accounts directors' fees, dividends, etc., were paid.

Held, that the directors were liable to super-tax in respect of the amounts in question.

Bouch v. *Sproule*, 36 W.R. 193; 12 App. Cas. 385, and *Commissioners of Inland Revenue* v. *Blott*, 65 SOL. J. 642; 1921, 2 A.C. 171, distinguished.—INLAND REVENUE COMMISSIONERS *v.* DONCASTER, *K.B.D.*, 596.

15. *Super Tax—Company Liquidation—Undivided Profits—Distribution among Shareholders—Assets—Not received as Income—Finance* (1909-10) *Act*, 1910, 10 *Edw.* 7, *c.* 8, *s.* 66, *s-s.* 1.—In the liquidation of certain single-ship companies sums of money representing profits made during the final year of the existence of the respective companies, and also the undistributed profits of previous years were, after payment of income tax and all other liabilities, distributed among the shareholders. An assessment to super tax was made on certain shareholders in respect of the moneys so received by them. The Special Commissioners decided that super tax was not payable.

Held, that as in liquidation there is no longer any distinction between capital and income, but there are only surplus assets, the shareholders only received the money in that character, and it could no longer be affected with the character of profits which had borne income tax, and that the appeal must be dismissed.

Dictum of Scrutton, L.J., in *Commissioners of Inland Revenue* v. *Blott*, 1920, 2 K.B., at p. 675, applied.

Decision of Rowlatt, J., 67 SOL. J., 641, affirmed.—INLAND REVENUE COMMISSIONERS *v.* BURRELL, *C.A.*, 594; 1924, 2 K.B. 52.

16. *Super Tax—Husband and Wife—Agreement to Live Separately Under Same Roof—Conditional Weekly Payment by Husband—Assessment to Super Tax—Liability—Income Tax Act*, 1918, 8 & 9 *Geo.* 5, *c.* 40, *All Schedules Rules, r.* 16 (1).—In 1912 a husband and wife entered into a contract by deed under which they agreed to live separately under the same roof. The husband undertook, so long as the arrangement continued, to pay the wife the sum of £30 per week and the wife agreed to make certain payments towards the upkeep of the establishment. The arrangement came to an end in 1923, the husband having, however, ceased to live in the same house with his wife from 1913 onwards. The husband was assessed to super tax in respect of the total amount of the weekly payments made by him under the above arrangement for the years ending 5th April, 1919, and 5th April, 1921. From those assessments he appealed.

Held, that the husband was not assessable to super tax in respect of the sums; that he and his wife were at the material time not living together; and that the appeal must be allowed. EADIE *v.* INLAND REVENUE COMMISSIONERS, *K.B.D.*, 667.

17. *Super Tax—Liability of Non-resident Alien to Assessment—Receipt of British Income Exceeding £2,000—Service of Notice Abroad by Post—Non-compliance with Notice—Finance* (1909-10) *Act*, 1910, 10 *Edw.* 7, *c.* 8, *s.* 72—*Income Tax Act*, 1918, 8 & 9 *Geo.* 5, *c.* 40, *s.* 7.—An alien non-resident in Great Britain and in receipt from British sources of an income exceeding £2,000 per annum is liable to pay British super tax upon it, and may be served with notice to make a return of his income for super tax by registered post addressed to his residence. Upon failure by him to comply with such notice, the Special Commissioners have power to make an assessment upon him according to the best of their judgment.

Inland Revenue Commissioners v. *Huni*, 1923, 2 K.B. 563, approved.—WHITNEY *v.* INLAND REVENUE, *C.A.*, 735.

18. *Super Tax—Surplus Profits of Company—Issued to Shareholders in Form of Debenture Stock—Income—Super Tax.*—A company, having at its disposal a large sum of money, consisting of surplus profits, issued that sum *pro rata* among the ordinary shareholders in the form of debentures. A shareholder was assessed to super tax on the footing that his holding in the debentures so issued was assessable as income.

Held, that the shareholder was assessable to super tax in respect of the debentures, as the issue of the debentures, in effect, amounted to a distribution by the company of a share of undivided profits.

Commissioners of Inland Revenue v. *Blott*, 65 SOL. J. 642; 1921, 2 A.C. 171, referred to.—INLAND REVENUE COMMISSIONERS *v.* FISHER, *K.B.D.*, 867.

And see Company.

SALE OF GOODS:—

1. *Action to Recover Price—Foreign Currency—Depreciation—Rate of Exchange—Date of Conversion.*—In an action by a plaintiff, who carried on business in France, for the balance of an account for goods sold and delivered, the question arose (the original price being in francs) as to the date on which the rate of exchange at which the goods should be paid for should be fixed.

Held, that the rate of exchange to be taken must be that prevailing on the date on which the debt became due and payable, and not that prevailing on the date of judgment in the action.

Uellendahl v. *Pankhurst, Wright & Co.*, 67 SOL. J. 791; 1923, W.N. 224, followed.

Cohn v. *Boulken*, 64 SOL. J. 636 not followed.—PENRAE *v.* WILKINSON, *K.B.D.* 253.

or regulations, dealing with the same subject matter as the regulations made by the Minister, or of any Acts conferring power of making byelaws or regulations dealing with the same subject matter, so far as such provisions apply to any place or street to which the regulations made by the Minister apply.

(3) Any such regulations may provide for imposing fines recoverable summarily in respect of breaches thereof not exceeding in the case of a first offence twenty pounds, or in the case of a second or subsequent offence fifty pounds, together with, in the case of a continuing offence, a further fine not exceeding five pounds for each day the offence continues after notice of the offence has been given in such manner as may be prescribed by the regulations.

(4) Before making any regulations under this section, the Minister shall refer the matter to the Advisory Committee for their advice and report.

(5) Before making any regulations under this section which will impose new or additional duties on the police, the Minister shall consult the Secretary of State.

(6) The making of any regulations under this section shall be conclusive evidence that the requirements of this section have been complied with.

(7) Any regulation made under this section shall be laid before both Houses of Parliament forthwith; and, if an address is presented to His Majesty by either House of Parliament within the next subsequent twenty-eight days on which that House has sat after any such regulation is laid before it praying that the regulation may be annulled, it shall thenceforth be void, but without prejudice to the validity of anything previously done thereunder or the making of a new regulation.

11. *Limitation upon imposition of expenses upon local authorities.*]—Nothing in this Act shall be construed as giving power to the Minister to impose any obligation upon a local authority to incur any expenditure on or in connection with the improvement of any road or the construction of any new road without consent of such local authority.

12. *Notice of and inquiries into accidents.*]—(1) Where, owing to the presence of a vehicle on any road, an accident occurs within the London Traffic Area and it appears to the Minister that—

(*a*) the nature and character of the road or of the road surface was the sole or a contributory cause of the accident; or

(*b*) a defect in design or construction of the vehicle or in the materials used in the construction of the road or of the vehicle was the sole or a contributory cause;

the Minister, if he thinks fit, may cause an inquiry to be held into the cause of the accident.

(2) Where an accident occurs within the London Traffic Area resulting in the death of any person, and it is alleged that the accident was due to the nature or character of any road or road surface or to a defect in the design or construction of any vehicle or in the materials used in the construction of any road or vehicle, the coroner holding inquiry into the cause of death shall send to the Minister, or to such officer of the Ministry of Transport as the Minister may direct, notice in writing of the time and place of holding the inquest, and of the adjourned inquest, and any officer appointed by the Minister for the purpose shall be at liberty at any such inquest to examine any witness, subject nevertheless to the power of the coroner to disallow any question which in his opinion is not relevant or is otherwise not a proper question.

(3) Section twenty of the Ministry of Transport Act, 1919 [9 & 10 Geo. 5, c. 50] (which relates to the holding of inquiries), shall apply to inquiries held for the purposes of this section in like manner as it applies to inquiries for the purposes of that Act.

13. *Protection of public interests.*]—(1) It is hereby declared that nothing in this Act is to be treated as conferring on any omnibus proprietor any right to the continuance of any benefits arising from the grant of licences, or from any conditions attached to licences, or from any orders, schedules or regulations for the time being in force under this Act.

(2) In the event of any undertaking providing means of transport within the London Traffic Area being purchased compulsorily by any local or public authority, that part of the value of the undertaking attributable directly or indirectly to this Act, or to any orders, schedules or regulations made thereunder, shall not be taken into account.

14. *Particulars to be supplied by licence-holders.*]—(1) It shall be the duty of the proprietor of any omnibus which is licensed subject to the condition that it shall not ply for hire except in maintaining a regular service, to supply to the Minister on such form as the Minister may determine—

(*a*) full particulars of any agreement or arrangement, written or verbal, whereby his business is controlled (whether through shareholding or nomination of directors, or as the result of a loan or other financial transactions or otherwise) by any other person who is engaged in providing any form of transport service in the London traffic area or elsewhere, or in the manufacture or supply of vehicles, plant or equipment, or requisites for any such service or in financing persons so engaged; and

(*b*) full particulars as to the holding or beneficial interest of the proprietor in stocks, shares, or securities of any company which is so engaged as aforesaid.

(2) Particulars to be supplied by a proprietor of an omnibus under this section shall be supplied by him within fourteen days after the grant of the licence for the omnibus, and as respects any interests created or arising during the currency of a licence shall be supplied within fourteen days after such interests are created or have arisen:

Provided that, where particulars have been duly supplied by a proprietor on the grant of a licence for an omnibus, particulars need not be supplied by him on the grant of a licence for any other omnibus belonging to him which is granted within a period of one year after the date of the first-mentioned licence.

(3) If any person refuses or neglects to supply any particulars which he is required to supply under this section, or knowingly supplies any particulars which are false in any material respect, he shall be liable on summary conviction to a fine not exceeding one hundred pounds, or in the case of a continuing offence to a fine not exceeding twenty pounds for every day during which the offence continues.

(4) All particulars required to be supplied under this section shall be treated as confidential except where the person supplying the same otherwise agrees, or where the Minister considers that it is in the public interest that they should be included in a report to Parliament under this Act, or where the Minister considers that the disclosure of the same is requisite for the purposes of any inquiry under this Act, or, in cases where legal proceedings are taken, for the purpose of those proceedings.

If any person discloses or publishes, in contravention of this subsection, any particulars which are to be treated as confidential, he shall be liable on summary conviction to a fine not exceeding one hundred pounds.

15. *Expenses.*]—All expenses incurred in connection with the execution of powers and duties under this Act by the Minister or the Advisory Committee or the members thereof (including the remuneration of any officers and servants of the Ministry of Transport placed at the disposal of the Committee by the Minister, or such apportioned part of such remuneration as the Treasury may determine to be proper) shall, to such amount as may be sanctioned by the Treasury, be defrayed out of the Road Fund.

16. *Definitions.*]—For the purposes of this Act, unless the context otherwise requires—

The expressions "street" and "road" respectively include any highway and any bridge carrying a highway, and any lane, mews, footway, square, court, alley or passage whether a thoroughfare or not;

The expression "road authority" in relation to any street or road means the county council, the common council of the City of London, the borough council or district council, as the case may be, for the time being charged with the duty of maintaining or repairing the street or road;

The expression "borough" includes "metropolitan borough";

The expression "omnibus" includes every omnibus, char-a-banc, wagonette, brake, stage-coach, or other carriage not being a trolley vehicle or tramway car plying for hire by, or used to carry, passengers at separate fares;

The expression "trolley vehicle" means a mechanically propelled vehicle adapted for use upon roads without rails and moved by power transmitted thereto from some external source;

The expression "tramway car" includes any carriage used on any street or road in the London traffic area by virtue of an order made under the Light Railways Act, 1896 [59 & 60 Vict., c. 48].

The expression "licensing authority" in relation to omnibuses within the area comprising the City of London and the metropolitan police district means any authority appointed by the Secretary of State for the purpose under the Metropolitan Public Carriages Act, 1869 [32 & 33 Vict., c. 115];

The expression "undertakers" includes any local or public authority, company or individual having powers to break up streets for the purposes of any sewerage system or any water, gas, electricity, tramway, or other undertaking;

The expression "proprietor" in relation to any omnibus includes a person having the use of an omnibus under a hiring or hire-purchase agreement.

17. *Short title and commencement.*]—(1) This Act may be cited as the London Traffic Act, 1924, and shall come into operation on the appointed day, and the appointed day shall be such day not being later than the first day of October, nineteen hundred and twenty-four, as the Minister may by order appoint, and different days may be appointed for different purposes and for different provisions of this Act.

(2) This Act shall continue in force until the first day of December, nineteen hundred and twenty-eight:

Provided that the expiration of this Act shall not affect any penalty, forfeiture, or punishment previously incurred under this Act or under any regulations made under this Act, or affect any legal proceeding or remedy in respect of any such penalty, forfeiture, or punishment, and any such legal proceeding or remedy may be instituted, or continued, or enforced, and such penalty, forfeiture, or punishment may be imposed as if this Act had not expired.

SCHEDULES.

FIRST SCHEDULE.

[Section 1.]

The London traffic area shall include the following areas:—

The administrative county of London;

The administrative county of Middlesex;

The county boroughs of Croydon, East Ham, and West Ham;

So much of the administrative county of Buckingham as comprises:—

The urban districts of Beaconsfield, Eton, and Slough;

The rural district of Eton;

The parishes of Amersham, Chalfont St. Giles, Chalfont St. Peter, Chenies, and Penn; Coleshill Hamlet and Seer Green Chapelry in the rural district of Amersham;

So much of the administrative county of Essex as comprises:—

The urban districts of Barking Town, Brentwood, Buckhurst Hill, Chingford, Epping, Grays Thurrock, Ilford, Leyton, Loughton, Romford, Tilbury, Waltham Holy Cross, Walthamstow, Wanstead, and Woodford;

The rural districts of Billericay, Epping, Ongar, Orsett, and Romford:

So much of the administrative county of Hertford as comprises:—

The boroughs of St. Albans, Hertford and Watford;

The urban districts of Barnet, Bushey, Cheshunt, Chorleywood, East Barnet Valley, Harpenden, Hoddesdon, Rickmansworth and Ware;

The rural districts of Barnet, Hatfield, Hertford, St. Albans, Ware, Watford and Welwyn; and the detached part (lying between the rural districts of Ware and Epping) of the parish of High Wych in the rural district of Hadham:

So much of the administrative county of Kent as comprises:—

The boroughs of Bromley and Gravesend;

The urban districts of Beckenham, Bexley, Chislehurst, Crayford, Dartford, Erith, Northfleet, Penge, Sevenoaks and Sidcup;

The rural districts of Bromley and Dartford;

The parishes of Brasted (excluding the detached portion), Chevening, Dunton Green, Halstead, Kemsing, Otford, Riverhead, Seal, Sevenoaks, Weald, Shoreham, Sundridge, and Westerham, in the rural district of Sevenoaks:

So much of the administrative county of Surrey as comprises:—

The boroughs of Guildford, Kingston-upon-Thames, Reigate, Richmond, and Wimbledon;

The urban districts of Barnes, Beddington and Wallington, Carshalton, Caterham, Chertsey, Coulsdon and Purley, Dorking, East and West Molesey, Egham, Epsom, Esher and the Dittons, Ham, Leatherhead, Merton and Morden, Mitcham, Surbiton, Sutton, The Maldens and Coombe, Walton-upon-Thames, Weybridge and Woking;

The rural district of Epsom;

The parishes of Bisley, Byfleet, Pyrford, and Thorpe in the rural district of Chertsey;

The parishes of Dorking Rural, Effingham, and Mickleham in the rural district of Dorking;

The parishes of Addington, Bletchingley, Chelsham, Crowhurst, Farleigh, Godstone (except the detached portion), Limpsfield, Oxted, Tandridge (except so much of the said parish as lies to the south of an imaginary straight line drawn from the point where the western boundary of the said parish joins the southern boundary of the parish of Godstone to the point where the eastern boundary of the said parish joins the southern boundary of the parish of Crowhurst), Tatsfield, Titsey, Warlingham, and Woldingham in the rural district of Godstone;

The parishes of Artington, East Clandon, East Horsley, Merrow, Ockham, Pirbright, Send and Ripley, West Clandon, West Horsley, Wisley and Worplesdon; and part of the parish of Compton in the rural district of Guildford;

The parishes of St. Martha (Chilworth) and Shalford in the rural district of Hambledon;

The parishes of Betchworth, Buckland, Chaldon, Chipstead, Gatton, Merstham, Nutfield, and Walton-on-the-Hill; and Kingswood Liberty in the rural district of Reigate.

SECOND SCHEDULE.

[Sections 1, 2.]

PARTICULAR MATTERS WHICH MAY BE REFERRED TO THE ADVISORY COMMITTEE.

PART I.

Matters in respect of which the additional members are to form part of the Advisory Committee.

(*a*) The co-ordination of all or any of the various forms of transport services, and co-operation between the persons operating the same or different forms of transport services with a view to the combined operation of all means of transport in the London Traffic Area in the best interests of the public;

(*b*) The causes tending to hinder the free circulation of traffic on streets in the London Traffic Area and the measures to be adopted to remove such causes or to minimise their effects;

(*c*) The desirability of the revision, simplification, codification and extension of existing enactments, orders, regulations and byelaws, and of the initiation of new legislation, with regard to or affecting traffic on streets in the London Traffic Area;

(*d*) The making of new orders, byelaws and regulations (including the fixing of speed limits) relating to traffic on streets in the London Traffic Area;

(*e*) The provision of sufficient headroom in the construction of new bridges over streets, and the proper marking and lighting of structures across streets which do not provide sufficient headroom;

(*f*) The comparative desirability of different forms of transport services in various circumstances either generally or in particular localities, or in any specific case.

PART II.

Matters in respect of which the additional members are, if the Minister so directs, to form part of the Advisory Committee.

(*g*) The development, improvement, or extension of the existing system of road communication within the London Traffic Area;

(*h*) New transport systems or developments or extensions of existing systems proposed to be established or carried out within the London Traffic Area;

(*i*) The exercise of any of the powers of the Minister from whatsoever source derived in relation to traffic on streets in the London Traffic Area, with the exception of any matters dealt with by him in virtue of section seven of this Act.

PART III.

Matters in respect of which the additional members are not to form part of the Advisory Committee.

(*j*) The formulation of proposals for the equitable distribution amongst the various road authorities in the London Traffic Area of the cost of any scheme of road development, improvement or extension.

THIRD SCHEDULE.

[Section 10.]

PURPOSES OR MATTERS FOR OR WITH RESPECT TO WHICH REGULATIONS MAY BE MADE BY THE MINISTER.

(1) For prescribing the routes to be followed by all classes of traffic, or of any particular class or classes of traffic or vehicles, from one specified point to another, either generally or between any specified times.

(2) For prescribing streets which are not to be used for traffic by vehicles of any specified class or classes, either generally or at specified times.

(3) For regulating the relative position in the roadway of traffic of differing speeds or types.

(4) For prescribing the places where vehicles or vehicles of any particular class or description may not turn so as to face in the opposite direction to that in which they were proceeding, or where they may only so turn under conditions prescribed by the regulations.

(5) For prescribing the conditions subject to which, and the times at which, articles of exceptionally heavy weight or exceptionally large dimensions may be carried by road.

(6) For prescribing the number and maximum size and weight of trailers which may be drawn on streets by vehicles or vehicles of any particular class or description either generally or on streets of any class or description, and for prescribing that a man should be carried on the trailer, or where more than one trailer is drawn, on the rear trailer for signalling to the driver.

(7) For prescribing the conditions subject to which, and the times at which, articles may be loaded on to or unloaded from vehicles, or vehicles of any particular class or description, on streets.

(8) For prescribing the conditions subject to which, and the times at which, vehicles, or vehicles of any particular class or description, delivering or collecting goods or merchandise, or delivering goods or merchandise of any particular class or classes, may stand in streets, or in streets of any class or description, or in specified streets.

(9) For prescribing the conditions subject to which, and the times at which, vehicles, or vehicles of any particular class or description, may be used on streets for collecting refuse.

(10) For prescribing rules as to precedence to be observed as between vehicles proceeding in the same direction, or in opposite directions, or when crossing.

(11) For prescribing the conditions subject to which, and the times at which, horses, cattle, sheep and other animals may be led or driven on streets within the Metropolitan police district and the city of London.

(12) For requiring the erection, exhibition and removal of traffic notices and as to the form, plan and character of such notices.

(13) Broken down vehicles.

(14) Vehicles, or vehicles of any particular class or description, when unattended.

(15) Places in streets where vehicles, or vehicles of any particular class or description, may, or may not, wait either generally or at particular times.

(16) Cab ranks and ranks and stopping places of omnibuses and other public conveyances.

(17) Cabs and hackney carriages not hired and being in a street elsewhere than on a cab rank.

(18) For restricting the use of vehicles and animals, and of sandwichmen and other persons, in streets for the purposes of advertisement of such a nature or in such a manner as to be likely to be a source of danger or to cause obstruction to traffic.

(19) The lighting and guarding of street works.

(20) The erection or placing or the removal of any works or objects likely to hinder the free circulation of traffic in any street, or likely to occasion danger to passengers or vehicles.

(21) Queues of persons waiting in streets.

(22) Priority of entry to public vehicles.

(23) For enabling any police, local or other public authority, in the event of any person failing to do anything which under the regulations he ought to have done, to do such act, and to recover the expenses thereof from the person so in default summarily as a civil debt.

CHAPTER 35.

HOUSING (FINANCIAL PROVISIONS) ACT, 1924.

An Act to amend the financial provisions of the Housing, &c. Act, 1923, and for other purposes incidental thereto or connected therewith.

[*7th August*, 1924.

Be it enacted, etc. :—

1. *Extension of* 13 *&* 14 *Geo.* 5, *c.* 24, *to houses completed before 1st October* 1939.]—(1) Subject to the provisions of this Act, sections one and three of the Housing, &c., Act, 1923 (which relate to contributions by the Minister of Health to the expenses of local authorities in assisting the construction of houses and to the expenses of public utility societies and other bodies in building houses), shall extend to houses which are provided in pursuance of proposals approved by the Minister and are completed before the first day of October, nineteen hundred and thirty-nine, and so much of that Act as limits the operation of those sections to houses completed before the first day of October, nineteen hundred and twenty-five, or the first day of June, nineteen hundred and twenty-six, shall cease to have effect.

(2) The following paragraph shall be substituted for paragraph (*b*) of subsection (1) of section one of the Housing, &c. Act, 1923 :—

"(*b*) towards any expenses incurred by the local authority in the provision of such houses by the local authority themselves."

Where a local authority purchase any such houses as are referred to in the said paragraph for the purposes of Part III of the Housing of the Working Classes Act, 1890, the houses shall not be treated as houses provided by the local authority themselves within the meaning of the said Act of 1923 or this Act if the houses are houses which have been completed before the passing of this Act or have been occupied prior to the purchase.

2. *Increased Government contributions in case of houses which are subject to special conditions.*]—(1) Where, in pursuance of proposals approved by the Minister after the passing of this Act, any houses are provided by a local authority themselves or by a society, body of trustees or company within the meaning of section three of the said Act, or expenses are incurred by a local authority in promoting the construction of any houses in accordance with section two of the said Act as amended by this Act, then, if the houses are subject to special conditions as hereinafter provided in this Act, the contribution which the Minister may make or undertake to make in respect of each such house, instead of being a contribution of six pounds payable annually for a period of twenty years—

(*a*) shall be a contribution of nine pounds or, if the house is situated in an agricultural parish, twelve pounds ten shillings; and

(*b*) shall be payable annually for a period of forty years;

and the said Act shall have effect accordingly:

Provided that, where the contributions are made towards expenses incurred by a local authority in promoting the construction of houses in accordance with section two of the said Act as amended by this Act, the said Act in its application to any of those houses shall have effect with the following modifications, namely :—

(i) In the provision in subsection (1) of section one which requires that a contribution shall be reduced in certain contingencies, nine pounds, or in the case of a house situated in an agricultural parish twelve pounds ten shillings, shall be substituted for six pounds, and forty years shall be substituted for twenty years :

(ii) Paragraph (*a*) of subsection (3) of section two shall not apply, and the following paragraph shall be substituted for paragraph (*b*) of the said subsection :

"(*b*) Undertake to pay such annual sum as may be specified in the proposals for a period not exceeding forty years to the person for the time being in receipt of the rent payable by a tenant to whom the house is let, or, in the case of a house not so let, to the person by whom the rates on the house are payable":

Provided also that in any case where proposals are submitted to the Minister which, in consequence of the adoption of new materials or new methods of construction, involve a reduction in the estimated annual expenses to be incurred in connection with each house substantially greater than the equivalent of four pounds ten shillings per annum for forty years, the Minister may reduce the contribution by such amount as he shall think just and reasonable, but so nevertheless that the contribution shall not be reduced to such an extent as to leave any part of such estimated annual expenses to be borne by the local rate or by the said society, body of trustees, or company, as the case may be.

(2) For the purposes of this Act, a house shall be deemed to be situated in an agricultural parish if at the beginning of the financial year in which the proposal for the provision of the house is approved by the Minister—

(*a*) the net annual value of the agricultural land in the parish in which the house is situated, as shown in the county rate basis then in force, exceeds twenty-five per cent. of the total net annual value of that parish as shown in the same basis (the value of all property in the occupation of the Crown being taken into account); and

(*b*) the population of the parish according to the last published census return of the Registrar-General, is less than fifty persons per hundred acres.

Any question as to whether a parish is or is not an agricultural parish within the meaning of this subsection shall be determined by the Minister, whose decision shall be final.

(3) In the case of any houses situated in an agricultural parish which are provided by a county council or any such board or body as is mentioned in subsection (3) of section eight of the Housing, Town Planning, &c. Act, 1919 [9 & 10 Geo. 5, c. 35], for persons in their employment or paid by them or by a statutory committee, this section shall apply in like manner as it applies in the case of houses not situated in an agricultural parish.

(4) Houses provided in pursuance of proposals approved by the Minister before the passing of this Act, if the contract for the construction of the houses was entered into or, in the case of houses constructed otherwise than under contract, the construction was begun after the first day of February, nineteen hundred and twenty-four, may, for the purposes of this section, if the Minister so directs, be treated as if the approval had been given after the passing of this Act, notwithstanding that the houses do not comply in every respect with the conditions imposed by or under this Act.

(5) Where, in pursuance of proposals approved by the Minister under this Act, houses are provided by the common council of the city of London or by a metropolitan borough council, the London County Council may, in respect of any such house which is subject to special conditions, supplement any contribution made by the Minister in respect of such house to an extent not exceeding two pounds five shillings, payable annually for a period not exceeding forty years, and for the purposes of paragraph (*e*) of subsection (1) of section three of this Act the amount of any such supplemental contribution shall be treated as if it were part of the expenses borne by the local rate in the city or borough.

3. *Special conditions.*]—(1) Houses provided by a local authority themselves shall be deemed to be subject to special conditions if the local authority undertake, in accordance with rules made by the Minister and approved by the Treasury, that the following conditions will be complied with in relation to the houses :—

(*a*) that, subject to the following conditions, the houses shall be let by the local authority for occupation to tenants who intend to reside therein :

(*b*) that it shall be a term of every such letting that the tenant shall not assign, sub-let, or otherwise part with the possession of the house, or any part thereof, except with the consent in writing of the local authority or some person authorised by them in that behalf, and that such consent shall not be given unless it is shown that no payment other than rent has been or is to be received by the tenant in consideration of the assignment, sub-letting, or other transaction;

(*c*) that if the local authority desire to sell or (save by such lettings as aforesaid) otherwise dispose of the houses the sale or disposal shall not be effected except upon and subject to such stipulations, if any, as the Minister thinks proper, for the reduction of the amount or the curtailment of the duration of any contribution payable by the Minister in respect of the house, or for both reduction and curtailment, but so nevertheless that the contribution in respect of any house sold before the expiration of a period of twenty years from the date when that contribution first became payable shall not be reduced by more than three pounds or, in the case of a house in an agricultural parish, by more than six pounds ten shillings, and the duration thereof shall not be curtailed by more than twenty years;

(*d*) that a fair wages clause which complies with the requirements of any resolution of the House of Commons applicable to contracts of Government departments and for the time being in force shall be inserted in all contracts for the construction of the houses;

(*e*) that the rents charged in respect of the houses shall not in the aggregate exceed the total amount of the rents that would be payable if the houses were let at the appropriate normal rents charged in respect of working-class houses erected prior to the third day of August, nineteen hundred and fourteen, except where the estimated annual expenses to be incurred in connection with the houses exceed, so far as the same are borne by the local rate, an amount equivalent to four pounds ten shillings a year payable for a period of forty years for each house and then only to the extent of such excess; and that no fine, premium or other like sum shall be taken in addition to the rent; and

(*f*) that reasonable preference shall be given to large families in letting the houses.

(2) Houses provided by a society, body of trustees or company within the meaning of section three of the Housing &c. Act, 1923 [13 & 14 Geo. 5, c. 24], and houses, the construction of which is promoted by a local authority in accordance with section two of the said Act, as amended by this Act, shall be deemed to be subject to special conditions if the society, body of trustees or company, in the case of the houses provided by them, and the local authority in the case of the other houses undertake, in accordance with rules made by the Minister, and approved by the Treasury, that the following conditions will be complied with in relation to the houses :—

(*a*) that the houses shall be let for occupation to tenants who intend to reside therein;

(*b*) that it shall be a term of every such letting that the tenant shall not assign, sub-let, or otherwise part with the possession of the house, or any part thereof, except with the consent in writing of the society, body of trustees, or company in the case of the houses provided by them, or of the local authority or some person authorised by them in that behalf in the case of the other houses, and that such consent shall not be given unless it is shown that no payment other than rent has been or is to be received by the tenant in consideration of the assignment, sub-letting, or other transaction;

(*c*) that no house shall be sold or (save by such lettings as aforesaid) otherwise disposed of except with the consent of the Minister, which may be absolute or subject to such reasonable stipulations as the Minister thinks proper, including, if the Minister thinks fit, stipulations for the

reduction of the amount or the curtailment of the duration of any contribution payable by the Minister in respect of the house, or for both reduction and curtailment, but so nevertheless that the contribution in respect of any house sold before the expiration of a period of twenty years from the date when that contribution first became payable shall not be reduced by more than three pounds, or in the case of a house in an agricultural parish by more than six pounds ten shillings, and the duration thereof shall not be curtailed by more than twenty years;

(*d*) that a fair wage clause which complies with the requirements of any resolution of the House of Commons applicable to contracts of Government departments and for the time being in force shall be inserted in all contracts for the construction of houses; and

(*e*) that the rent charged in respect of any house shall not exceed the appropriate normal rent together with a sum equivalent to the average excess, if any, above the appropriate normal rent which can be charged by the local authority in accordance with this section in the case of houses provided by the local authority themselves, and that no fine, premium or other like sum shall be taken in addition to the rent.

(3) For the purposes of this section, the appropriate normal rent shall be deemed to be such rent, exclusive of rates, as the local authority determine, in accordance with rules made by the Minister, to be the rent that is normally charged in the area of the local authority in the case of working-class houses erected prior to the third day of August, nineteen hundred and fourteen: Provided that different rents may be so determined to be the appropriate normal rents as respects different classes of houses and as respects different parts of the area.

Every rule made under this section shall be laid before both Houses of Parliament forthwith; and, if an address is presented to His Majesty by either House of Parliament within the next subsequent twenty-eight days on which that House has sat after any such rule is laid praying that the rule may be annulled, it shall thenceforth be void, but without prejudice to the validity of anything previously done thereunder or the making of a new rule.

(4) If at any time it is shown to the satisfaction of the Minister that any undertaking given under this section, or that any of the special conditions to which a house is subject under this section has not been complied with, any contribution payable in respect of the house may be discontinued or the amount thereof may be reduced, and the duration thereof may be curtailed, according as the Minister thinks proper.

4. *Termination of Government liability to make contributions.*]—(1) Subject as hereinafter provided, the Minister and the Scottish Board of Health may jointly make an order under this section declaring that no contributions shall be made by the Minister or Board in respect of any houses which have not been completed before the date specified in the order.

(2) The Minister and Board may make an order under this section in either of the following cases—

(*a*) if, in the year nineteen hundred and twenty-seven, or in any third succeeding year, the Minister and Board are satisfied that the total number of houses which have been completed in the two years last preceding and in respect of which contributions are payable, is less than two-thirds of the number set opposite to those two years in the First Schedule to this Act, whether the deficiency is due to the absence of adequate arrangements for the necessary increase in the supply of labour (including any necessary augmentation of the number of apprentices employed) or for the necessary increase in the supply of materials at reasonable prices, or for the obtaining of funds at reasonable rates of interest to finance the provision of houses, or arises from any other cause whatsoever;

(*b*) if, on a report made after due inquiry by a body of independent persons appointed by them, the Minister and Board are satisfied that the cost of erecting houses in respect of which contributions are payable has become unreasonable, regard being had to all the circumstances of the case and in particular to the question whether and how far any increase in the cost or any excessive charges are attributable to causes within the control of persons engaged whether as employers or workers in the building industry or in the manufacture or supply of building materials.

(3) When any such order has been made the Minister or Board shall not be liable to make or to undertake to make any contributions in respect of houses which have not been completed before the date specified in the order, other than a house which is completed not later than eight months after the specified date in respect of which the Minister or Board is satisfied that the failure to complete the house before the specified date was due to circumstances over which the local authority, person, or body constructing the house had no control.

5. *Revision of contributions.*]—In the year nineteen hundred and twenty-six, after the first day of October in that year and in each second succeeding year, after the first day of October in such year, the Minister and the Scottish Board of Health shall take into consideration the expenses which are likely to be incurred in the period of two years from such first day of October in connection with the provision of houses in respect of which contributions would be payable by the Minister or Board, due regard being had to the expenses actually incurred during the period of two years ending on that day for the like purposes, and after consultation with such associations of local authorities as appear to them to be concerned, and with any local authority with whom consultation appears to them to be desirable, may, if they think it expedient so to do, jointly make an order altering the amount of the contributions payable or the period for which such contributions are to be payable, so far as respects houses which have not been completed before the date specified in the order, but so, nevertheless, that the amounts and periods fixed by the order shall be such as may be approved by the Treasury and shall not exceed the respective amounts and periods fixed by the Housing, &c. Act, 1923, or (in the case of houses subject to special conditions) by this Act, unless Parliament otherwise determines.

An order under this section shall make such consequential alterations of any sums or periods mentioned in the financial provisions of the said Act or in this Act, including the sum of four pounds ten shillings mentioned in subsection (1) of section three of this Act, as appear to the Minister and Board to be necessary for the purpose of adjusting the same to any alteration made by the order in the amount or duration of the contributions, and that Act and this Act shall have effect accordingly.

6. *Laying of orders before Parliament.*]—Before any order is made by the Minister and the Scottish Board of Health under this Act, a draft of the proposed order shall be laid before the Commons House of Parliament, and the order shall not be made unless and until a resolution is passed by that House approving of the draft.

7. *Conditions as to town planning schemes and density.*]—It shall be the duty of a local authority on submitting proposals for the provision of houses for the purposes of this Act to satisfy the Minister—

(*a*) that they have taken into account the requirements of any town planning scheme likely to be made in respect of or in the neighbourhood of the area in which the houses are to be provided; and

(*b*) that the rate of density of the houses, ascertained in such manner as the Minister may determine, will not, except with the consent of the Minister, exceed eight per acre in an agricultural parish and twelve per acre elsewhere.

8. *Adjustment of difficulties between local authorities.*]—Where the Minister approves the proposals of a local authority in relation to the provision of houses in the area of another local authority, and any difference arises between those authorities with respect to the carrying out of the proposals such difference may be referred by either authority to the Minister whose decision shall be final and binding on the respective authorities.

9. *Extension of provisions of* 13 *&* 14 *Geo.* 5, *c.* 24, *s.* 3, *where local authority fails to take action.*]—In any case where the Minister certifies that a local authority has failed to take the necessary steps for promoting the construction of houses under the Housing, &c. Act, 1923, or this Act, the provisions of section three of the said Act of 1923 shall apply to persons willing to undertake or who have undertaken the construction of houses in the area of the local authority in like manner as they apply to the societies, bodies of trustees, and companies therein mentioned, and the provisions of this Act relative to such societies, bodies, and companies shall extend to those persons.

10. *Materials and methods of construction.*]—(1) In approving proposals for the construction of houses under this Act the Minister shall not impose any condition which would prevent the materials required being purchased in the cheapest market at home or abroad or which would require the employment of any particular trade.

(2) If at any time it is shown to the satisfaction of the Minister that a local authority have, without reasonable cause, refused to adopt a new material or method of construction which in his opinion would reduce the cost of the house without unduly affecting its durability, suitability or appearance, the Minister shall require the adoption of the said new material or method of construction to be reconsidered for that purpose by the local authority, and, in the event of their failure without reasonable cause to adopt the same, shall make such deduction from the amount of the contribution payable by him as in his opinion is reasonable having regard to the amount of the unnecessary expenditure so incurred by the local authority, but, for the purpose of paragraph (*e*) of subsection (1) of section three of this Act, the expenses of the local authority shall be calculated as if no such deduction had been made.

11. *Suspension of building operations.*]—A local authority in carrying out any proposals approved by the Minister for the purposes of this Act shall have power to determine the number of houses which they will build in any particular period subject to the imposition of a maximum limit by the Minister, and should the local authority find it necessary to suspend building operations on the ground of excessive cost, or on any other reasonable ground, the suspension shall not be treated as a failure on the part of the local authority to fulfil their obligations as to the preparation of schemes under the Housing Acts or their obligations under any such schemes.

12. *Powers of county councils.*]—(1) The powers conferred upon local authorities by section five of the Housing &c. Act, 1923, may be exercised by a county council, and any expenses incurred by a county council thereunder shall be defrayed as expenses for general county purposes.

(2) The provisions of section eight of the Housing, Town Planning, &c. Act, 1919, so far as they relate to the borrowing of money by a county council, shall apply in the case of any money borrowed by a county council for any of the purposes aforesaid.

(3) Money borrowed by a county council under any powers conferred on them by the Housing Acts, 1890 to 1923, or this Act, shall not be reckoned as part of the total debt of the council for the purpose of any limitation on borrowing imposed by any Act of Parliament.

13. *Minor amendments.*]—The amendments specified in the second column of the second Schedule to this Act being minor amendments of the Housing, &c. Act, 1923, shall be made in the provisions of that Act specified in the first column of that Schedule.

14. *Agreements between London County Council and metropolitan borough councils.*]—(1) The London County Council and the common council of the city of London or any metropolitan borough council may enter into agreements by which the common council or the metropolitan borough council may contribute such amounts as may be agreed, subject to the provisions of this Act, towards the provision of houses by the county council within or without the county to meet any special needs of the common council or any such metropolitan borough council, and, for the purposes of paragraph (*e*) of subsection (1) of section three of this Act, the amount of any such contribution shall be treated as if it were part of the expenses borne by the county rate.

(2) In the case of houses provided by the London County Council within the area of any other local authority or houses the construction of which within such area is promoted by the London County Council the appropriate normal rent shall be determined by the Council instead of by the local authority of the area.

15. *Expenses of London County Council.*]—Any expenses incurred by the London County Council under this Act and under section two of the Housing, &c. Act, 1923, as amended by this Act, shall be defrayed as expenses for general county purposes.

16. *Application to Scotland.*]—This Act in its application to Scotland shall have effect subject to the following modifications :—

(1) References to the Minister of Health (except in sections four, five and six) shall be construed as references to the Scottish Board of Health (in this section referred to as the Board) and the reference to section eight of the Housing, Town Planning, &c. Act, 1919, shall be construed as a reference to section six of the Housing, Town Planning, &c. (Scotland) Act, 1919 [9 & 10 Geo. 5, c. 60].

(2) References in this Act to an agricultural parish shall be construed as references to a rural area; and the following provisions shall be substituted for subsections (2) and (3) of section two, namely,—

"(2) For the purposes of this Act, a house shall be deemed to be situated in a rural area if the area at the beginning of the financial year in which the proposal for the provision of the house is approved by the Board, is either—

(*a*) a landward parish or (in the case of a parish which is partly burghal and partly landward) the landward part of the parish for the purposes of the Local Government (Scotland) Act, 1894 [57 and 58 Vict., c. 58], with respect to which the two following conditions are fulfilled :—

(i) the value of the agricultural land in the landward parish or the landward part of the parish according to the valuation roll then in force exceeds twenty-five per cent. of the total valuation of all lands and heritages in the landward parish or in the landward part of the parish, as the case may be; and

(ii) the population of the landward parish or the landward part of the parish, as the case may be, according to the last published census report of the Registrar-General for Scotland is less than fifty persons per hundred acres; or

(*b*) any area within the Highlands and Islands as defined in the Highlands and Islands (Medical Service) Grant Act, 1913 [3 & 4, Geo. 5, c. 26], other than a burgh within the meaning of the Public Health (Scotland) Act, 1897 [60 & 61 Vict., c. 38].

Any question as to whether an area is or is not a rural area within the meaning of this subsection shall be determined by the Board, whose decision shall be final.

(3) In the case of any houses situated in a rural area which are provided by a county council or a district board of control under the Lunacy (Scotland) Acts, 1857 to 1913, for persons in their employment or paid by them, this section shall apply in like manner as it applies in the case of houses not situated in a rural area."

(3) Subsection (3) of section five of the Housing, &c. Act, 1923, shall, in its application to Scotland, have effect as if for the words "the estimated value of the fee simple in possession free from incumbrances of the house," there were substituted the words "the estimated value of the house subject to the feuduty, ground annual, or other burden incident to tenure, but free from incumbrances."

17. *Short title, citation and extent.*—(1) This Act may be cited as the Housing (Financial Provisions) Act, 1924.

(2) The Housing Acts, 1890 to 1923 and this Act, may be cited together as the Housing Acts, 1890 to 1924.

(3) The Housing (Scotland) Acts, 1890 to 1923, and this Act as applied to Scotland may be cited together as the Housing (Scotland) Acts, 1890 to 1924.

(4) This Act shall not extend to Northern Ireland.

SCHEDULES.

FIRST SCHEDULE.

[Section 4.]

Years.	Number of Houses.
1925–1926	190,000
1928–1929	255,000
1931–1932	360,000
1934–1935	450,000

SECOND SCHEDULE.

[Section 13.]

MINOR AMENDMENTS OF HOUSING, &C. ACT, 1923.

Enactments to be Amended.	Nature of Amendment.
Section 1 (2)	After the words "fixed bath" there shall be inserted the words "in a bath-room."
Section 2 (5)	The words "house will be completed before the said "first day of October, and that the other" shall be omitted.
Section 5 (1)	The words "at any time before the first day of "October, nineteen hundred and twenty-six" shall be omitted.
Section 5 (1) (*b*)	After the word "advances" there shall be inserted the words "with interest thereon," and at the end of the paragraph there shall be inserted the words "whether such houses are within or "without the area of the local authority."
Section 5 (3)	After the words "the same house" there shall be inserted the following words, "In the case of an "advance for the construction of one or more "structurally separate and self-contained flats, "the estimated value for the purposes of the "foregoing limitation shall, as respects any flat, "be the estimated value of the flat."

CHAPTER 36.

LOCAL AUTHORITIES LOANS (SCOTLAND) ACT, 1924.

An Act to amend the Local Authorities Loans (Scotland) Acts, 1891 and 1893. [*7th August*, 1924.

CHAPTER 37.

AGRICULTURAL WAGES (REGULATION) ACT, 1924.

An Act to provide for the Regulation of Wages of Workers in Agriculture, and for purposes incidental thereto. [*7th August*, 1924.

Be it enacted, etc. :—

1. *Establishment of agricultural wages committees and an Agricultural Wages Board.*]—(1) Subject to the provisions of this Act, the Minister of Agriculture and Fisheries (in this Act referred to as the Minister) shall, as soon as may be, establish an agricultural wages committee for each county in England and Wales and an Agricultural Wages Board for England and Wales.

(2) An agricultural wages committee and the Agricultural Wages Board shall respectively be constituted in accordance with the provisions of the First Schedule to this Act, and shall be established by order made by the Minister.

(3) The Minister may, if he thinks it expedient, establish one agricultural wages committee for two or more counties instead of a separate committee for each county should resolutions in favour of such combination be passed by the representative members of the committees for the several counties, and thereupon that committee shall be the agricultural wages committee for the combined counties.

(4) Notwithstanding anything in the foregoing provisions of this section, the Minister shall, on the first establishment of agricultural wages committees, establish one committee for each combination of counties specified in the Second Schedule to this Act.

(5) Where one committee has been established for a combination of counties, the Minister at any time thereafter may, and on the representation of the committee by resolution of the representative members shall, dissolve the committee, and until such committee is dissolved the counties included in the combination shall for the purposes of this Act be deemed to be one county.

2. *Duties and powers of agricultural wages committees with respect to minimum rates of wages.*]—(1) Subject to the provisions of this Act, agricultural wages committees shall fix minimum rates of wages for workers employed in agriculture for time work, and may also, if and so far as they think it necessary or expedient, fix minimum rates of wages for workers employed in agriculture for piece work.

(2) Any such minimum rates may be fixed by a committee so as to apply universally to all workers employed in agriculture in the county for which the committee act, or to any special class of workers so employed, or to any special area in the county, or to any special class in a special area, subject in each case to any exceptions which may be made by the committee for employment of any special character, and so as to vary according as the employment is for a day, week, month, or other period, or according to the number of working hours, or the conditions of the employment, or so as to provide for a differential rate in the case of overtime.

In the exercise of their powers under this subsection a committee shall, so far as is reasonably practicable, secure a weekly half-holiday for workers.

(3) If, on an application in that behalf, a committee are satisfied that any worker employed or desiring to be employed on time work to which a minimum rate fixed under this Act is applicable is so affected by any physical injury or mental deficiency, or any infirmity due to age or to any other cause, that he is incapable of earning that minimum rate, the committee shall grant to the worker a permit exempting, as from the date of the application, or from any later date specified in the permit, the employment of the worker from the provisions of this Act requiring wages to be paid at not less than the minimum rate, subject to such conditions as may be specified in the permit, including if the committee think fit, a condition as to the wages to be paid to the worker; and, while the permit has effect, an employer shall not be liable to any legal proceedings under this Act for paying wages to the worker at a rate less than the minimum rate if the conditions specified in the permit are complied with. If an application for a permit is not disposed of within twenty-one days after the day on which it is received, then the employer of the worker to whom the application relates shall not be liable to any legal proceedings under this Act for paying wages to the worker at a rate less than the minimum rate during the interval between the expiration of the said period and the date on which the application is ultimately disposed of.

(4) In fixing minimum rates a committee shall, so far as practicable, secure for able-bodied men such wages as in the opinion of the committee are adequate to promote efficiency and to enable a man in an ordinary case to maintain himself and his family in accordance with such standard of comfort as may be reasonable in relation to the nature of his occupation.

(5) A committee may, if they think it expedient, cancel or vary any minimum rate fixed under this Act.

(6) Before fixing, cancelling or varying any minimum rate, the committee shall give such notice as may be prescribed of the rate which they propose to fix or of their proposal to cancel the rate or of the proposed variation of the rate as the case may be, and of the manner in which and the time within which objections to the proposal may be lodged, not being less than fourteen days from the date of the notice, and shall consider any objections to the proposal which may be lodged within the time mentioned in the notice.

Where the proposal is modified in consequence of any objection so lodged, notice of the modified proposal need not be given except where in the opinion of the Agricultural Wages Board the proposal has been altered so materially that a fresh notice ought to be given.

3. *Rates fixed by committees.*]—(1) Where a committee have fixed any minimum rate of wages or have cancelled or varied any such rate, they shall forthwith send in the prescribed manner to the Agricultural Wages Board notification of their decision.

(2) The Agricultural Wages Board, on receipt of such notification, shall as soon as practicable make such order as may be necessary for the purpose of carrying out the decision of the committee.

(3) The Board shall, as soon as may be after they have made an order under this section, send notification thereof to the committee concerned, and give notice of the making of the order and the contents thereof in the prescribed manner.

(4) Any such minimum rate or the cancellation or variation thereof shall become effective from the date specified in that behalf in the order.

The date to be so specified shall be a date subsequent to the date of the order and where, as respects any employer who pays wages at intervals not exceeding seven days, the date so specified does not correspond with the beginning of the period for which wages are paid by that employer, the rate, or the cancellation or variation thereof, shall become effective as from the beginning of the next such period following the date specified in the order.

4. *Complaints as to inadequate payment for piece work where no minimum piece rate has been fixed.*]—Any worker employed in agriculture in any county on piece work for which no minimum piece rate has been fixed or any person authorised by such a worker may complain to the agricultural wages committee for the county that the piece rate of wages paid to the worker for that work is such a rate as would yield in the circumstances of the case to an ordinary worker a less amount of wages than the minimum rate for time work applicable in the case of that worker and the committee may, on any such complaint after giving the employer an opportunity of making such representations as he thinks desirable, direct that the employer shall pay to the worker such additional sum by way of wages for any piece work done by him at that piece rate at any time within fourteen days before the date of complaint or at any time after the date of complaint and before the decision of the committee thereon as in their opinion represents the difference between the amount which would have been paid if the work had been done by an ordinary worker at the minimum rate for time work and the amount actually received by the worker by whom, or on whose behalf, the complaint is made, and any sum so directed to be paid may be recovered by or on behalf of the worker from the employer summarily as a civil debt.

5. *Power of Agricultural Wages Board to fix, cancel or vary minimum rates in certain cases.*]—If an agricultural wages committee

(*a*) do not, within two months after the committee are established and a chairman is appointed, fix and notify to the Agricultural Wages Board a minimum rate of wages which they are required to fix under this Act; or

(*b*) fail to fix and notify to the Agricultural Wages Board a minimum rate of wages in substitution for any such rate as aforesaid which, by cancellation or otherwise, has ceased to operate; or

(*c*) by a resolution of the representative members of the committee request the Agricultural Wages Board to fix, cancel, or vary a minimum rate of wages;

the Agricultural Wages Board may, after giving the prescribed notices, by order fix, cancel or vary the rate as the case requires, and for that purpose shall have and may exercise all the powers of the committee.

6. *Power of the Minister to direct the reconsideration of minimum rates.*]—The Minister may direct an agricultural wages committee to reconsider any minimum rate which has been fixed by them, and thereupon the committee shall reconsider the same and notify to the Minister the result of their reconsideration.

7. *Penalties and legal proceedings.*]—(1) Where any minimum rate of wages has been made effective by an order of the Agricultural Wages Board under this Act, any person who employs a worker in agriculture shall, in cases to which the minimum rate is applicable, pay wages to the worker at a rate not less than the minimum rate, and, if he fails to do so, shall be liable on summary conviction in respect of each offence to a fine not exceeding twenty pounds and to a fine not exceeding one pound for each day on which the offence is continued after conviction.

(2) In any proceedings against a person under this section it shall lie with that person to prove that he has paid wages at not less than the minimum rate.

(3) In any proceedings against an employer under this section the court shall, whether there is a conviction or not, order the employer to pay in addition to the fine, if any, such sum as may be found by the court to represent the difference between the amount which ought at the minimum rate applicable to have been paid to the worker during the period of six months immediately preceding the date on which the information was laid or the complaint was served and the amount actually paid to him during that period.

(4) Where an employer has been convicted under this section for failing to pay wages to any worker at not less than the minimum rate applicable, then, if notice of intention so to do has been served with the summons, warrant, or complaint, evidence may be given of any failure on the part of the employer to pay wages to that worker at not less than the minimum rate applicable to him at any time during the eighteen months immediately preceding the period of six months mentioned in the last preceding subsection, and on proof of the failure the court may order the employer to pay such sum as is found by the court to represent the difference between the amount which ought to have been paid to the worker by way of wages at the minimum rate applicable during those eighteen months and the amount actually so paid.

(5) Where an offence for which an employer is under this section liable to a fine has in fact been committed by some agent of the employer or other person, that agent or other person shall be liable to be proceeded against for the offence in the same manner as if he were the employer, and either together with, or before or after the conviction of, the employer, and shall be liable on conviction to the same punishment as that to which the employer is liable.

(6) Where an employer who is charged with an offence under this section proves to the satisfaction of the court that he has used due diligence to secure compliance with the provisions of this Act, and that the offence was in fact committed by his agent or some other person without his knowledge, consent, or connivance, he shall, in the event of the conviction of that agent or other person for the offence, be exempt from any conviction in respect of the offence.

(7) Where it appears to any officer appointed by the Minister under this Act that a sum is due from an employer to a worker on account of the payment of wages to him at less than the minimum rate applicable, or by reason of any direction given by an agricultural wages committee for the payment of an additional sum by way of wages for piece work, the officer (if he is authorised in that behalf by special or general directions of the Minister) may institute, on behalf of or in the name of the worker, civil proceedings before any court of competent jurisdiction for the recovery of the said sum: Provided that in any such civil proceedings instituted by the officer the court shall, if the officer is not a party to the proceedings, have the same power to make an order for the payment of costs by the officer as if he were a party to the proceedings.

(8) Where a permit granted in respect of a worker under section two of this Act contains a condition for the payment of wages to the worker at a rate not less than the rate therein specified, the amount of wages that may be recovered from an employer of the worker pursuant to subsection (3), subsection (4), or subsection (7) of this section shall, as respects any period during which the permit had effect, be calculated on the basis of the rate so specified instead of on the basis of the minimum rate.

(9) The powers given by this section for the recovery of sums due from an employer to a worker shall not be in derogation of any right of the worker to recover such sums by civil proceedings.

(10) Any agreement for the payment of wages in contravention of this Act, or for abstaining to exercise any right of enforcing the payment of wages in accordance with this Act, shall be void.

(11) Subject to any definition under this Act of the benefits or advantages which may be reckoned as payment of wages in lieu of cash and the

value at which they are to be reckoned, and to any limitation or prohibition under this Act of the reckoning of benefits or advantages as payment of wages in lieu of cash, the court may, in any proceedings under this Act, reckon as a payment of wages such amount as in the opinion of the court represents the value of any benefits or advantages (not being benefits or advantages prohibited by law) received by a worker under the terms of his employment.

8. *Regulations.*]—(1) The Minister shall, in addition to any special power to make regulations given to him under this Act, have power to make regulations for the following purposes—

(*a*) for requiring the wages committees by order to define the benefits or advantages (not being benefits or advantages prohibited by law) which may be reckoned as payment of wages in lieu of payment in cash and the value at which they are to be reckoned, and for enabling the committees by order to limit or prohibit the reckoning of benefits or advantages as payment of wages in lieu of cash, and for enabling the committees, on the application of any employer or worker, to determine any question which may arise as to the value of any such benefits or advantages, or generally as to any contract of employment so far as the application of this Act thereto is concerned;

(*b*) for requiring the agricultural wages committees by order to define, for the purposes of any differential rate for overtime, the employment which is to be treated as overtime employment;

(*c*) for requiring a committee, if so directed by the Minister, to reconsider any such order as aforesaid made by them and to notify to the Minister the result of their reconsideration;

(*d*) for requiring the Agricultural Wages Board, if so requested by a resolution of the representative members of a wages committee, to perform any duty or exercise any power of the committee under any regulation made under this section, or requiring the Board to perform any such duty which a committee has failed to perform within such time as may be prescribed by the regulation, and for applying for that purpose as respects the Board any provisions of this section relating to committees;

(*e*) for prescribing the procedure to be followed on or in connection with applications or complaints to the committees or sub-committees; and

(*f*) as to the notice to be given of any matter under this Act, with a view to bringing, so far as practicable, the matter of which notice is to be given to the knowledge of persons affected.

(2) Any regulation made under this Act shall be laid before both Houses of Parliament forthwith; and, if an address to His Majesty is agreed to by either House of Parliament within the next subsequent twenty-eight days on which that House has sat after any such regulation is laid before it praying that the regulation may be annulled, it shall thenceforth be void, but without prejudice to the validity of anything previously done thereunder or the making of a new regulation.

9. *Appointment and powers of officers.*]—(1) The Minister may appoint a secretary for the Agricultural Wages Board, and a secretary for each agricultural wages committee and, subject to the consent of the Treasury as to number, such officers as he thinks necessary for the purpose of investigating complaints and otherwise securing the proper observance of this Act.

(2) Any officer so appointed shall have power—

(*a*) after giving reasonable notice to require the production of and to inspect and take copies of wages sheets or other records of wages paid to workers employed in agriculture;

(*b*) to enter at all reasonable times any premises or place for the purpose of such inspection or for the enforcement of this Act, but in the case of a dwelling-house not without giving reasonable notice; and

(*c*) to require any such worker, or the employer of any such worker, or any agent of the employer to give any information which it is in his power to give with respect to the employment of the worker or the wages paid to him.

(3) If any person—

(*a*) hinders or molests any officer acting in the exercise of his powers under this section; or

(*b*) refuses to produce any document or give any information which any such officer lawfully requires him to produce or give; or

(*c*) produces or causes to be produced or knowingly allows to be produced any wages sheet, record or other document which is false in any material particular to any such officer knowing the same to be false; or

(*d*) furnishes any information to any such officer knowing the same to be false,

he shall be liable on summary conviction to a fine not exceeding twenty pounds or to imprisonment for a term not exceeding three months, or to both such fine and imprisonment.

(4) Any officer so appointed shall have power in pursuance of any special or general directions of the Minister to take proceedings in respect of offences against this Act.

(5) Any officer so appointed may, although not a barrister or solicitor, prosecute or conduct before a court of summary jurisdiction any proceedings arising under this Act.

10. *Officers to produce certificates when required.*]—Every officer appointed by the Minister for the purpose of investigating complaints and securing the proper observance of this Act shall be furnished by the Minister with a certificate of his employment, and when acting under or exercising any power conferred upon him by this Act shall, if so required, produce the said certificate to any person or persons affected.

11. *Expenses.*]—Any expenses of the Minister and any expenses of the Agricultural Wages Board, or any agricultural wages committee or sub-committee, which are sanctioned by the Minister, including any expenses incurred with such sanction by any members of the Board, or of such committee or sub-committee in the performance of their duties, and any sums paid with such sanction to any such members by way of compensation for loss of time, in each case up to an amount approved by the Treasury, but not exceeding in the aggregate the sum of seventy thousand pounds in any one year, shall be defrayed out of moneys provided by Parliament.

12. *Annual Report.*]—The Minister shall make an annual report to Parliament of his proceedings under this Act and of the proceedings of the agricultural wages committee and of the Agricultural Wages Board, and for that purpose each committee and the Board shall, before such date in every year as the Minister may fix, send to the Minister a report of their proceedings under this Act during the preceding year.

13. *Evidence of resolutions and orders of committee and Board.*]—In any legal proceedings the production of a document purporting to be a copy of a resolution or order passed or made by an agricultural wages committee or the Agricultural Wages Board, and certified to be a true copy by the chairman or secretary of the committee or Board, shall be sufficient evidence of the resolution or order, and that any notices required to be given by this Act in relation to the resolution or order have been duly given, and no proof shall be required of the handwriting or official position of the person certifying the same.

14. *Saving of agreements, &c.*]—Nothing in this Act shall prejudice the operation of any agreement or custom for the payment of wages at a rate higher than the minimum rate fixed under this Act.

15. *Application to county of London.*]—An agricultural wages committee shall not be established for the county of London, but such portions of that county as the Minister may by order define shall, for the purposes of this Act, be deemed to be included in such other counties as may be specified in the order.

16. *Definitions.*]—(1) In this Act unless the context otherwise requires—

The expression "agriculture" includes dairy-farming and the use of land as grazing, meadow, or pasture land or orchard or osier land or woodland or for market gardens or nursery grounds;

The expression "worker" includes a boy, woman and girl;

The expression "employment" means employment under a contract of service or apprenticeship, and the expressions "employed" and "employer" shall be construed accordingly;

The expression "special class of workers" means in relation to an order or resolution fixing, varying or cancelling a rate of wages, such workers as are treated in the order or resolution as constituting a special class;

The expression "county" means an administrative county, and, for the purposes of this Act, a county borough which is surrounded by an administrative county shall be deemed to be included in that county, and a county borough which adjoins two or more administrative counties shall be deemed to be included in such of those counties as the Minister may direct, and any detached part of an administrative county shall be deemed to be included in the adjoining administrative county or if it adjoins two or more administrative counties shall be deemed to be included in such of those counties as the Minister may direct;

The expression "prescribed" means prescribed by regulations made under this Act.

(2) For the purposes of this Act, the Scilly Isles shall be deemed to be a county, and the area comprising the Ulverston Rural District and the Grange, Ulverston and Dalton-in-Furness Urban Districts shall, if the Minister so directs, be deemed to be a detached part of the county of Lancaster.

(3) A resolution passed at a meeting of an agricultural wages committee unanimously by the representative members of the committee present and voting, shall be deemed to be a resolution of the representative members for the purposes of this Act.

17. *Repeal.*—Section four of the Corn Production Acts (Repeal) Act, 1921 [11 & 12 Geo. 5, c. 48], is hereby repealed.

18. *Short title and extent.*—This Act may be cited as the Agricultural Wages (Regulations) Act, 1924, and shall not apply to Scotland or Northern Ireland.

SCHEDULES.

FIRST SCHEDULE.

[Section 1.]

CONSTITUTION AND PROCEEDINGS OF AGRICULTURAL WAGES COMMITTEES AND THE AGRICULTURAL WAGES BOARD.

AGRICULTURAL WAGES COMMITTEES.

1. An agricultural wages committee shall consist of members representing employers and members representing workers in agriculture in the county for which the committee act (in this Act referred to as representative members), in equal proportions, of two impartial members appointed by the Minister and of a chairman.

2. The representative members shall be either nominated or elected as may be provided by regulations made under this schedule, and shall be nominated or elected in the manner prescribed by such regulations.

3. The chairman of an agricultural wages committee shall be appointed annually by the committee, but, if the committee at any time fail to appoint a chairman within the prescribed period, the appointment may be made by the Minister.

A committee may nominate one or more persons for the office of vice-chairman, and the chairman may from time to time appoint one of those persons to act in his place as vice-chairman in his absence.

A representative member of a committee shall not be qualified to be appointed chairman or vice-chairman of the committee of which he is a member.

4. At every meeting of a committee the chairman, if present, shall preside. If the chairman is absent, the vice-chairman, if present, shall preside. If both the chairman and vice-chairman are absent, such member as the members then present choose shall preside.

5. At a meeting of a committee the chairman or a vice-chairman presiding at the meeting in his absence shall be entitled to vote, and in case of equality of votes shall have a second or casting vote, but before exercising his right to vote the chairman or vice-chairman, if so authorised by a resolution of the representative members of the committee, may obtain the advice of the Agricultural Wages Board or a committee of that board as to the exercise of such right, and may adjourn the meeting in order to enable him to do so.

6. A committee may, in accordance with regulations under this schedule, appoint one or more sub-committees consisting of persons representing employers and persons representing workers in agriculture in the county in equal proportions, and of a chairman, if the committee think fit, and the committee may refer to any such sub-committee for report and recommendations any matter which they think it expedient so to refer, and may also, if they think fit, delegate to any such sub-committee any of their powers and duties under this Act other than their power or duty to fix, cancel, or vary minimum rates of wages. The members of a sub-committee may, but need not be, members of the committee by which the sub-committee is appointed.

AGRICULTURAL WAGES BOARD.

7. The Agricultural Wages Board shall consist of members representing employers and members representing workers in agriculture (in this Act referred to as representative members) in equal proportions together with such number of members (in this Act referred to as appointed members) as the Minister may think fit to appoint, but so that the number of appointed members shall not exceed one-quarter of the total number of members of the Board when fully constituted.

8. The representative members shall be either nominated or elected as may be provided by regulations made under this schedule, and shall be nominated or elected in the manner prescribed by such regulations.

9. The chairman of the Board shall be such one of the appointed members as the Minister may nominate. At every meeting of the Board the chairman if present shall preside, and, if he is absent, such appointed member as the members then present choose shall preside.

10. At least one member of the Board shall be a woman.

11. The Board may, in accordance with regulations under this Schedule, appoint one or more committees consisting of members representing employers and members representing workers in agriculture in equal proportions and of one or more appointed members, and may refer to any such committee for report and recommendations any matter which they think it expedient so to refer, and may also, if they think fit, delegate to any such committee any of their powers and duties under this Act, other than any power or duty to fix, cancel, or vary minimum rates of wages.

GENERAL.

12. The proceedings of an agricultural wages committee or sub-committee or of the Agricultural Wages Board or any committee thereof shall not be invalidated by any vacancy in their number or by any defect in the appointment, nomination or election of the chairman, vice-chairman or any member of the committee, sub-committee or Board.

13. The Minister may make regulations with respect to the proceedings and meetings of agricultural wages committees, sub-committees and the Agricultural Wages Board and any committee thereof including the appointment of chairmen and the term of office of chairmen and other members, the method of voting and the number of members necessary to form a quorum, and any such regulations as to committees or sub-committees may be made so as to apply generally to the procedure of all committees or sub-committees or specially to the procedure of any particular committee or sub-committee; but, subject to the provisions of this Schedule and to any regulations so made, an agricultural wages committee, a sub-committee and the Agricultural Wages Board and any committee thereof may respectively regulate their proceedings in such manner as they think fit.

SECOND SCHEDULE.

[Section 1.]

Counties and Combined Counties for which the First Agricultural Wages Committees are to be Established.

Combinations of Counties for which Committees are to be Established on the First Establishment of Committees.

Counties of Bedford and Huntingdon.
Counties of Cambridge and Isle of Ely.
Counties of Cornwall and Scilly Isles.
Counties of Cumberland and Westmorland.
Counties of Leicester and Rutland.
Counties of Lincoln, Parts of Kesteven and Lincoln, Parts of Lindsey.
Counties of Northampton and Soke of Peterborough.
Counties of Southampton and Isle of Wight.
Counties of East Suffolk and West Suffolk.
Counties of East Sussex and West Sussex.
Counties of Anglesey and Carnarvon.
Counties of Denbigh and Flint.
Counties of Merioneth and Montgomery.
Counties of Pembroke and Cardigan.
Counties of Radnor and Brecknock.

CHAPTER 38.

NATIONAL HEALTH INSURANCE ACT, 1924.

An Act to consolidate the enactments relating to National Health Insurance. [7th *August*, 1924.

CHAPTER 39.

ARBITRATION CLAUSES (PROTOCOL) ACT, 1924.

An Act to give effect to a Protocol on arbitration clauses signed on behalf of His Majesty at a meeting of the Assembly of the League of Nations held on the twenty-fourth day of September, nineteen hundred and twenty-three. [7th *August*, 1924.

Whereas at a meeting of the Assembly of the League of Nations held on the twenty-fourth day of September, nineteen hundred and twenty-three, the protocol on arbitration clauses set forth in the Schedule to this Act was signed on behalf of His Majesty:

And whereas for the purpose of giving effect to the said protocol it is expedient that the provisions hereinafter contained shall have effect:

Be it therefore enacted, etc.:—

1. *Staying of court proceedings in respect of matters to be referred to arbitration under commercial agreements.*]—(1) Notwithstanding anything in the Arbitration Act, 1889 [52 & 53 Vict., c. 49], if any party to a submission made in pursuance of an agreement to which the said protocol applies, or any person claiming through or under him, commences any legal proceedings in any court against any other party to the submission, or any person claiming through or under him in respect of any matter agreed to be referred, any party to such legal proceedings may at any time after appearance, and before delivering any pleadings or taking other steps in the proceedings, apply to that court to stay the proceedings, and that court or a judge thereof, unless satisfied that the agreement or arbitration has become inoperative or cannot proceed, shall make an order staying the proceedings.

(2) This section in its application to Scotland and Northern Ireland shall have effect as if the reference to the Arbitration Act, 1889, were omitted therefrom, and in the application of this section to Scotland references to staying proceedings shall be construed as references to sisting proceedings.

2. *Short title.*]—This Act may be cited as the Arbitration Clauses (Protocol) Act, 1924.

SCHEDULE.

PROTOCOL ON ARBITRATION CLAUSES.

The undersigned, being duly authorised, declare that they accept, on behalf of the countries which they represent, the following provisions:—

1. Each of the Contracting States recognises the validity of an agreement whether relating to existing or future differences between parties, subject respectively to the jurisdiction of different Contracting States by which the parties to a contract agree to submit to arbitration all or any differences that may arise in connection with such contract relating to commercial matters or to any other matter capable of settlement by arbitration, whether or not the arbitration is to take place in a country to whose jurisdiction none of the parties is subject.

Each Contracting State reserves the right to limit the obligation mentioned above to contracts which are considered as commercial under its national law. Any Contracting State which avails itself of this right will notify the Secretary-General of the League of Nations, in order that the other Contracting States may be so informed.

2. The arbitral procedure, including the constitution of the arbitral tribunal, shall be governed by the will of the parties and by the law of the country in whose territory the arbitration takes place.

The Contracting States agree to facilitate all steps in the procedure which require to be taken in their own territories, in accordance with the provisions of their law governing arbitral procedure applicable to existing differences.

3. Each Contracting State undertakes to ensure the execution by its authorities and in accordance with the provisions of its national laws of arbitral awards made in its own territory under the preceding articles.

4. The tribunals of the Contracting Parties, on being seized of a dispute regarding a contract made between persons to whom Article 1 applies and

2. *Feeding Stuffs—"Any Article sold for Use as Food for Cattle"—Bakery Sweepings sold as Food for Pigs—Implied Warranty—Noxious Ingredients—Fertilisers and Feeding Stuffs Act*, 1906, 6 *Edw.* 7, *c.* 27, *s.* 1, *s-ss.* (2) (4).—A firm of bakers sold bakery sweepings to a pig-keeper as pigs' food. The sweepings contained, in addition to the ingredients used in the manufacture of bread, dust and dirt and other odds and ends. Ultimately, owing to an excessive quantity of salt being contained in one of the consignments, four of the pigs died. The pig-keeper claimed damages under an implied warranty in s-s. (4), s. 1, of the Fertilisers and Feeding Stuffs Act, 1906, which provides that "on the sale of any article for use as food for cattle or poultry, there shall be implied a warranty by the seller that the article is suitable to be used as such."

Held, that the expresion "any article" in s. 1, s-s. (4), of the Act of 1906 was wide enough to include the bakery sweepings in question, and that the defendants were liable under the implied warranty contained in the sub-section.

Decision of the Divisional Court, 68 SOL. J. 403, affirmed.—PULLING *v.* LIDBETTER, LTD., *C.A.*, 615; 1924, 1 K.B. 317.

3. *Motor-cycle—Misrepresentation as to Make, Age and Quality of Machine—Breach of Warranty of Quality—Damages Exceeding Price Paid.*—Where there is a breach of warranty of quality by the seller of goods, the buyer is *prima facie* entitled to recover as damages the difference between the value of the goods at the time of delivery and the value they would have had if they answered to the warranty, and the same principle will apply even where the damages thus recoverable exceed the price actually paid.—LENNOX *v.* KAYE, *Cty. Ct.* 142.

4. *Principal and Agent—Impossibility of Prompt Delivery owing to War—Goods Disposed of instead of being Placed in Storage—Agency of Necessity.*—A fur merchant who carried on business in Bucharest purchased some skins through a firm of fur merchants in England. During the recent European War communication between the United Kingdom and Roumania was cut off. The firm being unable to communicate with the merchant, or to deliver the skins to him, ultimately sold them. When communications were reopened the firm was consequently unable to deliver the skins when called upon to do so by the merchant, and he, repudiating the sale of the skins, commenced proceedings against the firm to recover damages for the conversion of his goods.

Held, that the facts afforded the defendants a possible legal basis on which to rest an agency of necessity, there being nothing in the existing decisions to confine the agency of necessity to carriers, whether by sea or by land, or to the acceptors of bills of exchange; that *bona fides* was, however, an essential condition for the exercise of the power of sale, and that, as, on the evidence, the defendants did not act honestly and there was no commercial necessity for the sale, there must be judgment for the plaintiff.—PRAGER *v.* BLATSPIEL, STAMP & HEACOCK, *K.B.D.* 460; 1924, 1 K.B. 566.

SETTLED LAND:—

1. *Power of Appointment—Heirlooms—To devolve with the Settled Land—Implied corresponding Power over Chattels—Exercisable separately.*—Under a trust to allow certain jewels to devolve and be enjoyed as heirlooms along with the settled land, it was held that the first tenant for life and his eldest son must by implication have a joint general power of appointment over the jewels, corresponding with but exercisable independently of the similar power given to them over the settled land.—*Re* PENTON, *Eve, J.*, 647; 1924, 2 Ch. 192.

2. *Powers of Tenant for Life—Infants—Executory Interests—Settled Land Act*, 1882, 45 & 46 *Vict. c.* 38, *s.* 58, *s-s.* 1 (*ii*).—The testator's will contained a gift for life to a daughter of the income of a share, such share to be held after her death in trust for such of the daughter's children as should be living at his death, or born afterwards, or should have died in his lifetime leaving issue surviving him in equal shares. The will contained a provision that during minority the income of any share to which a minor might be entitled in expectancy might be applied in maintenance. The two adult grand-children of a testator were held entitled to exercise the powers of a tenant for life under the Settled Land Act, 1882, s. 58, s-s. 1 (ii), as being tenants in fee simple with an executory limitation gift or disposition over on failure of issue, or in any other event, such provision as to maintenance being held, only an additional defeasance and not a partial disposition of the interest.—*Re* DILKS, *Tomlin, J.*, 538.

3. *Tenant for Life—Power in Settlement to Appoint a Life Interest—Sale by Appointee—Trustees for Purposes of Settled Land Acts—Compound Settlement—Settled Land Act*, 1882, 45 & 46 *Vict. c.* 38, *s.* 2 (1), (5) *and* (8).—Where a settlement contained a power to appoint a life interest, which was appointed by a subsequent deed poll, on a sale by the appointee, it is not necessary to have trustees appointed of a compound settlement consisting of the settlement and the deed poll because the land stands limited in accordance with s. 2 (1) of the Settled Land Act, 1882, to or upon trust for a person by way of succession under or by virtue of the settlement alone.—*Re* CURWEN AND FRAMES' CONTRACT, *Lawrence, J.*, 459; 1924, 1 Ch. 581.

SETTLEMENT:—

1. *Jointure—Statutory Power of Appointment—"Clear of all Deductions for Taxes or Otherwise"—Appointment under Power—Income Tax—Annuitant entitled to Full Amount Free of Income Tax—Shrewsbury Estates Act*, 1843 (*Private*), *ss.* 7, 9, 10—*Income Tax Act*, 1842, 5 & 6 *Vict., c.* 35, *s.* 102.—In pursuance of a power given by the Shrewsbury Estates Act, 1843, the Earl of Shrewsbury appointed two jointure annuities of £1,500 each to his wife "clear of all deductions whatsoever for taxes or otherwise."

Held, that the annuities were appointed free of income tax. *London County Council* v. *Attorney-General*, 1901, A.C. 26, applied.

Decision of Astbury, J., 67 SOL. J. 439; 1923, 1 Ch. 486, reversed.—SHREWSBURY *v.* SHREWSBURY, *C.A.*, 79; 1924 1 Ch. 315.

2. *Marriage Settlement—Covenant by Wife to Settle—Property to which she should during Coverture become Entitled—Exception of "Any Legacy or Other Property acquired at one and the same time not exceeding in Amount or Value" £200—Aggregation of Interests Vesting at the Same Time—When Reversionary Interest is to be Valued.*—In a covenant to settle after-acquired property fixing a minimum, the absence of the words "from one and the same source" following the words "at one and the same time" is not in itself sufficient reason for suggesting that there must be aggregation.

The time for ascertaining the value of the interests is when they vest in possession.—*Re* HUGHES' SETTLEMENT, *Tomlin, J.*, 791.

3. *Personalty Settled along with Real Estate—To be held upon Similar Trusts as if Proceeds of Sale of Settled Real Estate—Capital Moneys—No Imperative Trust for Conversion—Settled Land Act*, 1882, 45 & 46 *Vict., ss.* 21, 22.—Personalty settled by the same settlement as real estate to be held upon the same trusts as it would be held as if arising from a sale of the settled real estate under the powers of the Settled Land Act, 1882, does not, in the absence of an imperative and definitive trust for conversion, become converted in equity, but devolves as personal estate.

In re Walker, 1908, 2 Ch. 705, approved and followed.

Decision of Romer, J., affirmed.—*Re* TWOPENY'S SETTLEMENT, *C.A.*, 402; 1924, 1 Ch. 522.

4. *Tenant for Life—Remainderman—Postponement of Conversion—Apportionment between Tenant for Life and Remaindermen—Rate of Interest.*—The rate of interest to be calculated for the benefit of a tenant for life where a reversionary interest producing no income is retained by trustees unconverted in accordance with the decision in *In re Earl of Chesterfield's Trust*, 1883, 24 Ch. D. 643, was not permanently fixed at 3 per cent. by the decision in *Rowlls* v. *Bebb*, 1900, 2 Ch. 107, and accordingly regard being had to the higher rate of interest now obtainable, the rate is changed to 4 per cent.

There is no difference in principle between these cases and the converse cases of securities bearing a high rate of interest being retained by trustees, and in such a case the tenant for life was allowed 4 per cent.

In re Beech, 1920, 1 Ch. 40, applied.—*Re* BAKER, *Russell, J.*, 645.

5. *Transfer of Stocks by Settlor into Names of Trustees—Income for Wife—Covenant by Settlor to pay Trustees' Amount deducted as Income Tax in Preceding Year—Trustees to pay such Amount to Wife—Income Tax Act*, 1842, 5 & 6 *Vict., c.* 35, *s.* 103—*Income Tax Act*, 1918, 8 & 9 *Geo.* 5, *c.* 40, *All Schedules Rules, r.* 23, *s-s.* (2).—There is no agreement for payment of interest, rent or other annual payment in full without allowing any such deduction as is contemplated either by s. 103 of the Income Tax Act, 1842, or by r. 23 of the All Schedules Rules of the Act of 1918, where a settlor transfers stocks into the names of trustees to pay the income thereof to his wife, and covenants to pay the trustees the amount deducted as income tax in the preceding year, to be paid by them to the wife.—*Re* GORDON, *Tomlin, J.*, 323; 1924, 1 Ch. 146.

6. *Will—Perpetuity—Appointment of Life Estates to Three Children—Cross Gifts Over for Life to Survivors—Contingent Interest—Residuary Gift—Validity.*—By a will exercising a special power of appointment under a settlement, the income of a fund was limited to three daughters, unborn at the date of the settlement, equally during their lives "and the survivors of them," and the testatrix bequeathed the residue of her property to her said three daughters equally.

Held, that the cross gifts over for life were bad as offending the rule against perpetuities, but that anything not validly appointed passed to the three daughters under the gift of residue.

Whitby v. *Von Luedecke*, 1906, 1 Ch. 783, and *Re Crichton's Settlement*, 56 SOL. J. 398, followed.—*Re* SAMUDA, *Eve, J.*, 101; 1924, 1 Ch. 61.

SHIPPING :—

1. *Bill of Lading—Damage to Cargo—Implied Warranty of Seaworthiness—Exemption Clauses—Bad Stowage—Liability of Shipowner and Charterer.*—Shipowners let the use of their steamer to charterers to carry palm oil and other merchandise. The casks of oil were properly stowed at the bottom of the hold, but on the top of them were placed other cargo of a weight greater than the casks could bear, with the result that the casks were crushed and the oil lost.

Held, that the damage was not due to unseaworthiness, but to improper stowage, and that both owners and charterers were protected from liability by the exemption clause in the bill of lading.—ELDER DEMPSTER & CO. *v.* PATERSON & CO., *H.L.*, 497.

2. *Charter-party—Cargo to be taken from "Alongside"—Custom of Port.*—A charter-party provided that the cargo was "to be brought to and taken from alongside the steamer at the charterers' risk and expense as customary."

Held, in a case relating to the unloading of a cargo at Sunderland, that no local custom had been established rendering it possible to say that the goods were not "alongside" until they had been conveyed to a dumpage ground clear of certain lines of railway on that portion of the quay at which the vessel was berthed, and that the owners were not liable for the cost of conveying the goods as far as the dumpage ground.—AKTIESELSKABET "PRIMULA" *v.* HORSLEY & CO., *K.B.D.*, 253.

3. *Charter-party—Deviation — Reasonableness — Liability of Owners.*—The master of a ship, after unloading a portion of the cargo at Malaga, made a deviation to Lisbon in order to obtain oil fuel which was not required for the purpose of completing the chartered voyage between Malaga and Seville. No oil fuel was obtainable at Seville, and the supply on board was not sufficient for the vessel to proceed elsewhere, after discharging her cargo at that port.

Held, that, though the deviation was reasonable from one point of view, it was not reasonable so far as the charterers were concerned, and that the owners were liable for any damage suffered by the charterers in consequence of the deviation.—UNITED STATES SHIPPING BOARD *v.* BUNGE & BORN LIMITED, *K.B.D.*, 756.

4. *Charter-party—Loading—Detention by Ice—Demurrage.*—The appellants chartered a steamship from the respondents (the owners). The charter-party contained the following provisions: Clause 7, "Seventeen running days, Sundays . . . and recognised holidays excepted, are to be allowed the said freighters for loading and unloading and ten days on demurrage over and above the said lay days at £40 per running day or *pro rata* . . ." Clause 11, "Except as herein provided detention by frost or ice from Ibrail down to Sulina . . . shall not count as lay days." The steamship arrived at Ibrail (Braila) in December, 1921, and three days after her arrival she went into dock to load grain. She was to have come out of dock two days later, and to have finished loading in the river Danube, but the river had, meanwhile, become frozen over and the vessel could not be moved. The river was not reopened for navigation until early in March, 1922. The shipowners claimed demurrage.

Held, that the charterers were protected by clause 11. Detention by ice within that clause included a detention by ice which made it impossible to go on loading.

Decision of Rowlatt, J., 68 SOL. J. 277, reversed.—MICHALINOS AND CO. *v.* LOUIS DREYFUS & CO., *C.A.*, 645.

5. *Charter-party—Voyage directed by Government—Interference with Business—Loss to Charterers—Compensation—Indemnity Act*, 1920, *s.* 2, *Sched. Part II.*—The claimants chartered a ship for the purpose of their business, and the charter-party provided that if the ship was directed by the Government for a voyage (which happened) the direction was to be for the charterers' account. The voyage was not profitable, and the charterers could not charter another ship owing to the rise in rates. They now claimed compensation under the Indemnity Act, 1920, for interference with their business.

Held, that they were not entitled to compensation for the loss.—MOSS STEAMSHIP CO. *v.* BOARD OF TRADE, *H.L.*, 184; 1924, A.C. 133.

6. *Collision—Negligence—Joint Negligence or Two Separate Acts of Negligence—One Damage—Action against one Tort Feasor—Subsequent Action against another Tort Feasor.*—In order to constitute a joint tort there must be some connection between the act of one alleged tort feasor and that of the other.

Where the loss of the plaintiffs' ship had been caused by two separate acts of negligence of two separate tort feasors and not by the joint act of two tort feasors, the recovery by the plaintiffs of judgment against one tort feasor did not prevent the plaintiffs from proceeding to recover judgment against the other tort feasor afterwards.

Decision of Hill, J., 1923, P. 206, affirmed.

Appeal from a decision of Hill, J., *supra*.—THE "KOURSK," *C.A.*, 842.

7. *Damage to Cargo—Unseaworthiness—Excepted Perils—Damage Partly Caused by—Perils occasioned by Negligence.*—A shipowner can rely on an excepted peril if it, and not the unseaworthiness, causes the damage, whether the state of things upon which that cause operates is brought into existence by unseaworthiness or not.

The Demetrios M. Rallias, 1922, 16 Asp. M.L.Cases, 62, distinguished; *Atlantic Shipping and Trading Co.* v. *Louis Dreyfus & Co.*, 1922, A.C. 200, explained.—THE "CHRISTEL VINEN," *P.D.*, 388; 1924, P. 61.

8. *Loss of Cargo—Liability of Shipowner—Seaworthiness—Turret Ship—Instructions as to Loading—Not Communicated to Master—Negligence of Shipowner.*—The appellants brought an action to recover damages for loss of cargo carried in the respondents' ship. The vessel belonged to a class of turret steamers with regard to which special instructions as to loading and ballast were issued by the builders and which under certain conditions were inherently unseaworthy unless special precautions were taken. These instructions were not communicated to the master of the vessel, which put to sea, capsized, and was totally lost with her whole cargo.

Held, that the respondents had committed a breach of duty in not communicating the instructions to the master and were therefore liable in damages for the loss of the cargo.—STANDARD OIL CO. *v.* CLAN LINE STEAMERS, *H.L.*, 234; 1924, A.C. 100.

9. *Requisitioned Ship—Charter T99—War Risks undertaken by Admiralty—Cessor of Hire Clause—Collision—Loss—Warlike Operation—Assessment of Damages.*—the suppliants' ship, the "Warilda," was requisitioned by the Admiralty during the war, for use as a hospital ship and later as an ambulance transport. The ship was requisitioned under charter-party T99, whereby the Admiralty undertook responsibility for war risks. A clause in the charter-party provided that hire should cease to be payable if the ship should cease to be able to do her work "owing to deficiency of men or stores, breakdown of machinery . . . or any other cause." While bringing wounded soldiers from Havre to Southampton, the ship came into collision with another ship. Collision proceedings were brought against the petitioners and damages were awarded against them in favour of the owners of the other ship. The petitioners then sought to recover the loss from the Crown under the war risks clause in the charter-party, and the House of Lords decided that the collision was the result of a war risk, and that the fact that the "Warilda" was negligently navigated did not affect the result, as the ship was engaged in a warlike operation at the time, and an order was made that the case be remitted to the High Court for the assessment of damages.

Held, affirming the decision of Greer, J., 40 T.L.R. 194, that the only sum which the petitioners could recover was such an amount as was reasonably expended by them on the repairs of the "Warilda." They could not recover from the Crown the damages payable by them to the owners of the other steamer, as such damages were the consequence of the negligence of the "Warilda."

Held, also, that under the words "other cause" in the cessor of hire clause the ship was off hire while under repair.—ADELAIDE STEAMSHIP CO. *v.* THE KING, *C.A.*, 717.

10. *Salvage—Priorities—Ship Repairers—Possessory Lien—Claim to share in Bail provided in another Action.*—A ship repairer takes, subject to salvage liens, already accrued. There is no principle of law which enables the court to prefer a claim for work done which benefited the salvors to an accrued maritime lien for salvage. An undertaking to put in bail can only avail the person in whose favour it was given and no one else.—"THE RUSSLAND," *P.D.*, 324; 1924, P. 55.

11. *Salvage Services—Damage to Salvors while Rendering Salvage Services—Ascertainment—Principles Applicable.*—Where salvage services have occasioned to the salvors serious pecuniary loss while being very valuable to the owners of the property salved which is of ample value to defray the loss and pay for the services and leave a substantial surplus, the sum awarded to the salvors should cover their actual loss, and any additional risk they ran.

The "City of Chester" 1884, 9 P.D. 182, applied.—"THE MELANIE," *P.D.*, 404.

And see Crown, Insurance.

SOLICITOR :—

1. *Charging Order—Solicitor Retained to Prosecute an Action —Costs—Right to Charge on Property Recovered—"Property Recovered or Preserved" through the Solicitor's Instrumentality —Judgment Debt Unpaid—Solicitors Act*, 1890, 23 & 24 *Vict., c.* 127, *s.* 28.—An unsatisfied judgment debt is a proper subject-matter of a charging order under s. 28 of the Solicitors Act, 1860, which empowers the court to charge property recovered in any suit, matter, or proceeding, with the payment of the costs.—FARRANT *v.* CALEY, *C.A.*, 898.

2. *Payments to Government Official to obtain Introductions to Clients—Suspension by Law Society—Jurisdiction—Appeal —Solicitors Act*, 1919, 9 & 10 *Geo.* 5, *c.* 56, *ss.* 5, 8.—A solicitor was suspended from practice for two years under an order made by the committee of The Law Society. The grounds for his suspension were that the committee found that he had made substantial payments to a servant in a public office with a view to obtaining clients. The solicitor appealed.

Held, that the matter was pre-eminently one in which the committee was well qualified to judge; that the way in which the discretion of that court had been exercised ought not to be interfered with, and that the appeal should be dismissed.—*Re* A SOLICITOR, *K.B.D.*, 756.

And see Husband and Wife.

SOVEREIGNTY :—

Independent Sovereign State—Immunity from Legal Process —Submission to Jurisdiction—Waiver—Arbitration—Execution —Costs.—A submission by an independent sovereign to the jurisdiction of the court must take place when the jurisdiction arises and not earlier. If therefore a sovereign, having agreed to submit to the jurisdiction, refuses to do so when the question arises, he does not give jurisdiction to the court.

Mighell v. *Sultan of Johore*, 1894, 1 Q.B. 149.—DUFF DEVELOPMENT CO. *v.* GOVERNMENT OF KELANTAN, *H.L.*, 559.

TELEGRAPHS :—

Injury to Telegraph Line—Member of Public—No Negligence —Liability to Make Good—Telegraph Act, 1878, 41 & 42 *Vict., c.* 76, *s.* 8.—Section 8 of the Telegraph Act, 1878, which imposes certain liabilities on undertakers, body, or person destroying or injuring any telegraph line of the Postmaster-General, is not limited in its application, but applies to members of the public generally. Where, therefore, a member of the public injures, even without negligence on his part, any telegraph line, he is liable to refund to the Postmaster-General the expenses incurred in repairing the damage.—POSTMASTER-GENERAL *v.* BECK AND POLLITZER, *C.A.*, 883.

TENANT FOR LIFE AND REMAINDERMAN :—

Power in Will to Invest Trust Funds on Mortgage of Leasehold Properties—Trust Funds so Invested—Mortgagor Bankrupt —Trustees Foreclose—Rents of Properties Foreclosed—Conveyancing Act, 1911, 1 & 2 *Geo.* 5, *c.* 37, *s.* 9, *s.-s.* (1) *and* (2). —The intention of s. 9 of the Conveyancing Act, 1911, as a whole is to place property which has been foreclosed, as far as practicable, in the same position as if it had originally formed part of the estate of the testator, and had been devised or bequeathed by him upon trust for sale with a discretionary power to postpone such sale, and with a direction that the proceeds of sale should form part of the capital of his trust estate and that the rents until sale should be dealt with as income, and accordingly the tenants for life are entitled to receive the whole of the net rents of the properties from the date of the order for foreclosure until sale, even though such rent in fact exceeds in amount the interest on the mortgage debt formerly secured on the property.

There is no rule of law providing for an apportionment as between tenant for life and remainderman of the income of property which has become discharged from the right of redemption by virtue of an order for foreclosure.

In re Coates, 1911, 1 Ch. 171, distinguished.—*Re* HORN'S ESTATE, *Lawrence*, J., 577.

TITHE :—

Rent-charge—Practice—Costs—Redemption by Landowner— Settlement of Tithe Rent-charge—Option of Payment to Trustees or into Court—Exercise of Option—Payment into Court—Costs of Investment of Fund—Tithe Act, 1846, 9 & 10 *Vict., c.* 73, *ss.* 6, 7, 9—*Tithe Act*, 1918, 8 & 9 *Geo.* 5, *c.* 54, *s.* 4—*Judicature Act*, 1890, 53 & 54 *Vict., c.* 44, *s.* 5.—Where tithe rent-charge is redeemed by a landowner under the powers contained in the Tithe Act, 1918, without the consent of the owner of the rent-charge, and the redemption money in exercise of the option contained in the Tithe Act, 1846, s. 9, is paid into court instead of to trustees of a settlement, the costs of and incidental to the investment of the fund must be borne by the tithe owner and not the landowner.

Decision of Lawrence, J., reversed.

In re Graham-Wigan, 1911, 2 Ch. 438, overruled.—*Re* WARTLING TITHES, *C.A.*, 518; 1924, 2 Ch. 123.

And see Ecclesiastical Law.

TRADE ;

Interference with right to Trade—Protection of Trade Interests —Combination—Procurement of withdrawal of Custom— Legality.—The plaintiff, a retail newsagent, was a member of a trade federation, whose policy it was to enforce a distance limit of newsagents' shops in any particular area to restrict competition between newsagents. The defendants, members of a trade committee, who, in combination, controlled the supply of London newspapers to wholesale agents, objected to this policy, and were in favour of open competition. The plaintiff had for some time obtained his newspapers from a certain wholesale firm R, but ceased to deal with that firm on learning that the R firm was supplying newspapers to a person who had infringed the distance limit and transferred his custom to W. The R firm thereupon complained to the defendants, who, without any malice against, or intention to injure, the plaintiff, and in order to protect their trade interests, informed W that unless he ceased to supply the plaintiff, their supplies of newspapers to him would be withdrawn. W ceased to deal with the plaintiff. In an action claiming an injunction to restrain the defendants from interfering with the plaintiff's right to contract with W, or to carry on his business as he willed.

Held, that the plaintiff had failed to prove that the defendants had committed any actionable wrong. The defendants were justified in their conduct in defending what was, in their opinion, the policy which it was necessary for them to maintain in order to sell their newspapers.

Decision of Russell, J., 67 SOL. J. 501, reversed.—SORRELL *v.* SMITH, *C.A.*, 705; 1924, 1 Ch. 506.

TRADE MARK :—

Passing-off—Cigar Brand Name—Subsequent Use as Size Name—Size Name Common to Trade—Ambiguity—Probable Deception of Customers—Injunction—Form of Order.—The manufacturers of a brand of cigars sold as "La Corona" cigars in the course of time adopted the word "Corona" to indicate cigars of a particular size and shape, and its use for that purpose became common to the cigar trade. In an action against the defendant, a restaurant proprietor, who claimed, when asked to supply Corona cigars, to supply a cigar of any brand he had in stock of Corona size and shape,

Held, that the plaintiffs were entitled to an injunction to restrain the defendant from passing off as Corona cigars any cigar not of the La Corona brand, unless it was first clearly ascertained that the customer did not require a cigar or cigars of that brand.

Reddaway v. *Banham*, 1896, A.C. 204, and *Ford* v. *Foster*, 7 Ch. App. 611, applied.

Decision of Russell, J., affirmed.—HAVANA CIGAR AND TOBACCO FACTORIES *v.* ODDENINO, *C.A.*, 164; 1924, 1 Ch. 179.

TRADE UNION :—

Right of Member to Inspect Books—Claim to Inspect by Accountant—Allegation by Union of mala fides—*No Discretion in Union to Refuse Inspection—Trade Union Act*, 1871, 34 & 35 *Vict., c.* 31, *s.* 14, *First Sched., Clause* 6.—The right given to members of a trade union by s. 14 of the Trade Unions Act, 1871, and clause 6 of the First Sched. to inspect the books of the union empowers a member wishing to inspect to do so by a skilled accountant, provided that the accountant should not be personally objectionable to the union, and should undertake only to use the information he obtains for the purpose of imparting it to his client. The fact that the trade union officials believe a member wishing to inspect their books and accounts to be acting *mala fide* and in the interests of another union does not give them an implied discretion to refuse him the right of inspection.

Bevan v. *Webb*, 49 W.R. 548; 1901, 2 Ch. 59, and *Norey* v. *Keep*, 1909, 1 Ch. 561, applied and followed.—DODD *v.* AMALGAMATED MARINE WORKERS UNION, *C.A.*, 117; 1924, 1 Ch. 116.

And see Conspiracy, Contract.

TREATY OF PEACE :—

Austro-Hungarian Bank—National of Former Austrian Empire—Treaty of Peace with Austria, Arts. 206, 249— *Treaty of Peace with Hungary, Arts.* 189, 232.—The property in this country of the Austro-Hungarian Bank at the dates of the coming into force of the Treaty of Peace with Austria on 16th July, 1920, and of the Treaty of Peace with Hungary on 26th July, 1921, is subject to the provisions of Art. 249 (*b*) of s. 4 of the Treaty of Peace with Austria, and Art. 4 of the

Annex to s. 4, and to the corresponding provisions of the Treaty of Peace with Hungary, and Art. 206 and Art. 249 are quite independent of one another, and addressed to perfectly different matters. The provisions of Art. 249, which relate to private property, rights and interests in enemy country, are not overridden by the provisions of Art. 206. Similarly, the provisions of Art. 232 of the Treaty of Peace with Hungary are not overridden by the provisions of Art. 189 of the Treaty of Peace with Hungary.

Decision of Romer, J., 67 SOL. J. 705; 1924, 1 Ch. 1, affirmed. —LUXARDO *v.* PUBLIC TRUSTEE, *C.A.*, 737; 1924, 2 Ch.147.

VENDOR AND PURCHASER:—

1. *Abstract of Title—Conveyance in Fee Simple to W—Conveyance by the Administratrix of W to a Person Recited to have become Entitled in Equity—Defective Abstract—Defect of Title —Rescission.*—The principle which entitles a vendor to rely upon a recital, to the effect that a grantee to whom property was conveyed was entitled in equity, rests on the fact that, when a grantor is on the face of the abstract entitled legally and beneficially, he can admit, and is bound by a recital of, the equitable title of his grantee. But if the grantor was not so entitled, the vendor ought to be allowed an opportunity of proving that such recital of title in equity is true, as the title is not necessarily defective by reason of the recital although the abstract be imperfect.—*Re* BALEN AND SHEPHERD'S CONTRACT, *Tomlin, J.*, 791.

2.—*Leaseholds—Sale by Executors—Assent to Specific Legacy —Notice of Assent—Breach of Covenant for Title—Damages.* —The defendants as executors, after paying the testator's debts, sold to the plaintiffs certain leaseholds which were specifically bequeathed by the will. The plaintiffs subsequently agreed to sell part of the premises to a third person who objected to the title on the ground that the executors having assented to the specific bequest had no power to sell. The plaintiffs now claimed damages against the defendants for breach of covenant for title.

Held, on the facts, that the executors had assented to the bequest, that the plaintiffs were not purchasers for value without notice, and therefore they were entitled to damages. —WISE *v.* WHITBURN, *Eve, J.*, 302; 1924, 1 Ch. 460.

3. *Sale of Real Estate—"Subject to a Proper Contract" —Subsidiary Documents Indicating Agreement for Sale—Payment of Deposit—Purchaser Withdrawing without Reason— Right to Recover Deposit.*—A document by which vendor and purchaser agree to sell land "subject to a proper contract to be prepared" does not effect a binding contract, even when other documents executed at the same time indicate that the transaction is complete. Further, when the purchaser has paid a deposit, expressed by the document to be paid "as a deposit and in part payment of the purchase money," he can break off negotiations at any time before execution of the formal contract and obtain repayment of the deposit. *Semble*, the deposit, unless expressly stated to be so, is not a guarantee that the purchaser will do his best to carry out the purchase, and so forfeitable to the vendor if he fails to do so; but is an anticipatory part payment of the purchase money.—CHILLINGWORTH *v.* ESCHE, *C.A.*, 80; 1924, 1 Ch. 97.

4. *Specific Performance—Lease—Unusual and Onerous Covenant—Non-disclosure—Costs of Notice to Remedy Breach —Rescission—Conveyancing Act*, 1881, 44 & 45 *Vict., c.* 41, *s.* 14.—A covenant by a lessee to pay all costs incurred by the lessor of a notice to remedy a breach of covenant by the lessee under s. 14 of the Conveyancing Act, 1881, is an unusual and onerous covenant, and when inserted in a long lease without disclosure is a good defence to an action for specific performance and a ground for rescission.—ALLEN *v.* SMITH, *Eve, J.*, 718.

5. *Title to Freeholds—Trustee not Acting for Thirty Years —Non-receipt of Legacy—Evidence of Disclaimer.*—A trustee and executor survived the testator for nearly thirty years without proving, acting or applying for his legacy. On a sale of the real estate the purchaser objected that the trustee had not disclaimed.

Held, that there was sufficient evidence of disclaimer by conduct and the objection must be overruled.—*Re* CLOUT AND FREWER, *Lord Buckmaster* for *Astbury, J.*, 738.

WILL:—

1. *Annuity Payable out of Personalty—Inadequate—Realty Charged in Aid—Income of Realty—Person Entitled to.*—Where realty is charged in aid with annuities primarily payable out of personalty, the person who would, but for the annuities, be entitled to the income of the realty, must prove that the annuities are properly secured before she can call for payment to her of the income of the realty.

Harbin v. *Masterman*, 1896, 1 Ch. 351, applied.

In re Platt, 1916, 2 Ch. 563, distinguished.—*Re* EARLE, *Tomlin, J.*, 386.

2. *Charitable Gifts—Jewish University—Jewish Orphanage for Boys—Jewish National Fund—Validity*—Cy près.—A testator bequeathed a legacy of £1,000 to the projected Jewish University of Jerusalem and devised a freehold house for a Jewish orphanage for boys wherein Hebrew as a living language should be taught. He also gave his residuary estate to the Jewish National Fund, a name by which the Jüdische Nationalfonds, Ltd., was known in this country.

Held, that all the three gifts were valid, and that as regards the second a scheme should be prepared *cy près.*—*Re* ROSENBLUM, *Eve, J.*, 320.

3. *Charitable Trust—Gift for Benefit of Returned Soldiers— Not Necessarily Poor Persons—Repatriation Fund—Scheme.*— A gift to a class of the community may be a good charitable bequest although it is not confined to poor persons. Accordingly a trust for the benefit of returned soldiers is a good charitable gift, although the need of assistance is not made a qualification for the benefit.

Goodman v. *Mayor of Saltash*, 7 A.C. 633, applied.—VERGE *v.* SOMERVILLE, *P.C.* 419; 1924, A.C. 496.

4. *Condition—Personal—Death Without Fulfilling—Condition Capable of Fulfilment by Executors of Person on whom it was imposed.*—In determining the question whether time is of the essence of a condition to which a gift in a will is subject, the court has regard to the intention of the testator in inserting the condition, and if the court finds that the performance of the condition at a time subsequent to the expiration of the period fixed by the testator in substance provides for the very thing for which the testator intended to provide, time is not regarded as of the essence, and the court will even permit such performance to be carried out by the executors of the person on whom the condition was imposed.—*Re* GOODWIN, *Romer, J.*, 478; 1924, 2 Ch. 26.

5. *Construction—Bequest of "Dividends, Bonuses and Income" of Shares to Life Tenant—Capitalised Profits—Issue of Bonus Shares in Lieu of Cash Bonus—Whether Property of Tenant for Life or Remainderman.*—A bequest of the "dividends, bonuses and income" of shares in a company to a life tenant does not entitle him to have transferred to him, as his own property, bonus shares issued by the company in respect of capitalised profits. Such shares, when issued by the company in the form of capital, have been held in *Bouch* v. *Sproule*, 36 W.R. 193; 12 App. Cas. 385, as between tenant for life and remainderman, to be capital, and not income, and, therefore, the gift to the tenant for life of "bonuses" carries cash bonuses, but not bonus shares issued in the form of fresh capital.

Decision of P. O. Lawrence, J., 1923, W.N. 274, reversed.— *Re* SPEIR, *C.A.* 251; 1924, 1 Ch. 359.

6. *Construction—Direction for Payment thereout of "All duties of every kind on every part of my estate"—Annuities and Settled Legacies—Future Death Duties Payable—Whether Payable out of Residue—Finance Act*, 1894, 57 & 58 *Vict. c.* 30, *ss.* 2 (1), 5, 8 (4), *Finance Act*, 1914, 4 & 5 *Geo.* 5, *c.* 10, *s.* 14.— A testator directed his trustees to stand possessed of his residuary estate upon trust *inter alia* to pay "all death duties of every kind on every part of my estate including my business assets (except as hereinbefore expressly provided) and so that this direction shall operate to exonerate any part of my estate which otherwise or might be charged with or liable for any death duties."

Held, that this was a direction to pay out of residue all death duties payable at the death of the testator, but not to pay future duties which would arise later on the deaths of annuitants or tenants for life of settled legacies under the will.

Decision of Eve, J., 1923, W.N. 254, reversed.—*Re* SIR JOSEPH BEECHAM, *C.A.* 208.

7. *Construction—Gift of Life Interest to A—On Death of A to Two Persons in Equal Shares if Then Living—If Either of Them Then Dead to the "Survivor, his Executors, Administrators or Assigns"—Both Legatees Died in the Lifetime of A— Meaning of Survivor.*—Where there was a gift in a will after the death of a life tenant to two persons in equal shares, if then living, and if either of them was then dead to the "survivor, his executors, administrators or assigns," and both persons died in the lifetime of the tenant for life.

Held, that there was sufficient indication in the will in the use of the words "executors, administrators or assigns" to give to the word "survivor" its ordinary meaning, that is to say, in this case, survivor *inter se*, and not survivor of the period of distribution, and accordingly the executors of that one of the two persons who survived the other took the fund.

White v. *Baker*, 1860, 2 De G.F. & J. 65, followed.

Essex v. *Clement*, 1861, 30 Beav. 525, inapplicable.—*Re* WOOD, *Tomlin, J.*, 186.

8. *Construction—Gift to Three Children Nominatim—One Child Dead at Date of Will—Lapse—Residuary Gift—Belief of Testator that Child was Alive.*—A testator gave such portion

of his estate as was derived from his second wife to his three children by that wife *nominatim*, and the residue of his estate to all his six children also *nominatim*. One of the three children, P, had at the date of the will been killed in the war, but was then only known to be missing. The other five children survived.

Held, that the gift to P lapsed, and fell into the residuary estate, and that there was an intestacy as to P's share of the residue.

Re Featherstone's Trusts, 22 Ch. D. 111, not followed.

Decision of Eve, J., 67 Sol. J. 535, affirmed, with a variation. —*Re* Whiston, *C.A.*, 116; 1924, 1 Ch. 122.

9. *Construction—Illegitimate Testatrix—Trusts in Favour of Sons of her "Brother"—Right Heir's Brother Illegitimate—Daughter of Brother—Claim by Daughter Invalid*—Bona Vacantia.—Where there was no evidence that the testatrix knew of her own illegitimacy, the mere fact of her describing a person who was also illegitimate as her "brother" and referring to her "own right heirs," when she was herself a childless widow, would not, where there was no evidence that she and her so-called brother were born of the same mother, entitle his daughters to take under the gift to her own right heirs, and accordingly the property passed to the Crown as *bona vacantia*.

In re Bond, 1901, 1 Ch. 15, applied.

In re Wood, 1902, 2 Ch. 542, distinguished.—*Re* Cullum: Mercer *v.* Flood, *Romer, J.*, 369; 1924, 1 Ch. 540.

10. *Construction—Joint Tenancy—Tenancy in Common—Income to Grandchildren in equal shares for their Lives—Substitution (without words of Severance) of Children of deceased Grandchildren—Effect of clauses as to Maintenance, Separate Use and Restraint on Anticipation.*—A maintenance clause in a will need not be any indication of an intention to create a tenancy in common, while a separate use clause is not a sufficient indication of such an intention.

Partriche v. *Powlet*, 1740, 2 Atk. 54, applied.

Nor does a restraint on anticipation indicate such an intention because a person under disability is a perfectly competent member of a class of joint tenants.—*Re* Gardner, *Lawrence, J.*, 595.

11. *Construction—Personalty—"Equally Between" Two Daughters and "Their Respective Issue"—Issue Competing with Parents—Realty—Gift to Son for Life and Afterwards to his Children—Estate Tail in Son.*—A gift of personalty equally between my two daughters, A and B, and their respective issue, is a gift in moieties, one to each daughter and her issue, and all the daughters' issue who came into existence before the period of distribution, that is, the death of a tenant for life, take in competition with such daughter.

A gift of realty to A during his lifetime and afterwards to his children, is a gift to which the rule in *Shelley's Case*, 1581, 1 Co. Rep. 93*b*, applies, and operates to give to A an estate in tail, notwithstanding that it is expressed to be to him during his life.—*Re* Hammond, *Tomlin, J.*, 706.

12. *Construction—Trusts by Reference—Residue settled upon "the same Trusts as Settled Legacy"—Power to Appoint Life Interest in Legacy to Husband—"Same Trusts" include Power to Appoint to Husband.*—Where the residue of an estate was settled upon "the same trusts" as thereinbefore declared of a settled legacy and there was a power to appoint a life interest in the settled legacy as well as usual trusts thereof for children, it was held that the power, although given after the declaration of the trusts, and although the exercise of it would have the effect of postponing the interests of the children, was nevertheless one of the trusts of the settled legacy which would come into operation the moment that power was exercised so that "the same trusts" included that power.

Hindle v. *Taylor*, 1855, 5 De G. M. & G., 577, and *Trew* v. *The Perpetual Trustee Co.*, 1895, A.C. 264, distinguished.—*Re* Arnell, *Lawrence, J.*, 367; 1924, 1 Ch. 473.

13. *Perpetuity—Children of Brothers and Sisters—Codicil Substituting Different Gift—Parents of Testator Surviving Him—Dependent Relative Revocation.*—A testator gave his residuary estate to the children of his brothers and sisters living at his wife's death. By a codicil he gave his residuary estate to the children of his brothers and sisters living at the death of his wife or born afterwards before any such child attained a vested interest at twenty-one or marriage. Both the testator's parents survived him.

Held, that the gift in the codicil was void as infringing the rule against perpetuities, but that it did not operate to revoke the gift in the will which was valid and effectual.—Ward *v.* Van Der Loeff, *H.L.*, 517.

14. *Real Estate—Strict Settlement—Litigation—Compromise—Agreement Involving Sale of Real Estate—Order of Court Confirming Agreement—Proceeds of Sale Following Limitations of Real Estate—Fund in Court—Whether Realty or Personalty—Re-conversion—Executory or Executed Trusts.*—An order of the court, confirming an agreement between parties interested that real estate shall be sold, operates as a conversion as from the date of the order, and the real estate, therefore, becomes personalty, unless there should be a direction to re-invest in realty. Where, therefore, in 1868, such an order was made for the sale of real estate settled in strict settlement, and the proceeds of sale became a fund in court, the first person entitled under the limitations of the real estate to a vested estate of inheritance became entitled to the fund, and it was impossible to hold that the order operated as if there were a further settlement, or a direction to re-convert into real estate, or that it was an executory agreement, the terms of which could be remoulded later as events might require.

Burgess v. *Booth*, 1908, 2 Ch. 648, followed.

Decision of P. O. Lawrence, J., affirmed.—Pole *v.* Pole, *C.A.*, 184; 1924, 1 Ch. 156.

15. *Real Estate Charges Act*, 1854, *s.* 1—"*Contrary Intention.*"—A letter to a mortgagee by the testatrix's solicitor giving notice of an intention on the part of the testatrix to pay off the mortgage is not an "other document" within the meaning of the Real Estate Charges Act, 1854, by which the testatrix has shown a contrary intention within the meaning of the Act.—Re Nicholson, Russell, J., 84.

16. *Request to Apply in Accordance with Memorandum—Memorandum not to create a Trust—Knowledge of Memorandum.*—Where a bequest was made to two persons with the request that they would dispose of the property bequeathed in accordance with a signed memorandum, but the testator declared that such memorandum was not to create any trust or legal obligation, and the persons, in fact, knew the contents of the memorandum.

Held, that no trust was created by the will or by reason of any bargain made outside the will, and that such persons took the fund for their own benefit.

In re Spencer's Will, 1887, 57 L.T.R. 519, distinguished.—Re Falkiner, Tomlin, J., 101; 1924, 1 Ch. 88.

17. *Specific Bequest—Inaccurate Description—Identity of Gift—Portrait of Eminent Person*—Falsa demonstratio non nocet.—A testator by his will bequeathed "my portrait of the Earl of Nottingham" to the National Portrait Gallery. The trustees of the gallery entertained some doubt as to its being a portrait of the Earl, and did not exhibit it. The executors thereupon claimed to have the picture returned to them.

Held, that the trustees of the Gallery took the picture for what it was worth, and were not bound to return it.—Re Cullum: Cust *v.* Attorney-General, Eve, J., 383; 1924, 1 Ch. 456.

And see Charity, Conflict of Laws.

WORKMEN'S COMPENSATION:—

1.—*Accident Arising out of Employment—Return to Work for Four Months—Subsequent Death after a Stroke—Surprise as a Ground for Appeal.*—A fitter, aged thirty, was struck on the right cheek by a broken axle shaft while at work. After having the wound dressed, he returned to work the same day, and remained at work for four months, when he had a stroke and died. The county court judge accepted the medical evidence that the accident was in no way connected with the death. It was alleged that the medical evidence came as a surprise.

Held, that there was evidence to support the finding, and that there was no surprise sufficient to justify a new trial.

Quære, whether the Court of Appeal can order a new trial on the ground of surprise.—Golden *v.* Swift, *H.L.*, 438.

2. *Accident arising out of the Employment—Workman Returning from Work—Slips and Falls on Platform—Injury to Knee—Septicæmia Intervening.*—A workman employed by a railway company on his way home, after his work was done, slipped while hurrying along a wet platform to catch a train, and fell, causing an injury to his knee, from which ultimately death supervened. The platform was wet after rain, but not slippery.

Held, that the accident was one arising out of the employment, and therefore the employers were liable.—Upton *v.* Great Central Rly., *H.L.*, 251; 1924, A.C. 302.

3. *Award Made on Facts Stated in Particulars of Claim—Hearing Unsatisfactory—Case Remitted to County Court for Re-hearing.*—Upon the hearing of an application by a workman for compensation under the Workmen's Compensation Act, it is essential that the judge, sitting as arbitrator, should hear the case and elicit the full facts. It is not satisfactory to make an award in favour of the respondents upon the ground that the particulars of claim show that the applicant is not entitled to succeed.—Lepper *v.* Burnwell, *C.A.*, 882.

4. *Course of the Employment—Breach of Prohibition—Act done for Workman's own Convenience—Not for the Purposes of Employer's Trade or Business—Workmen's Compensation Act*, 1923, 13 & 14 *Geo.* 5, *c.* 42, *s.* 7.—A workman employed as a screensman in a colliery for many years had been in the regular habit of going to a disused part of the screens in the rear of his working place to hang up his coat and also to eat food during meal intervals. Owing to the place having become dangerous, it was fenced off, and the workman warned against going there, but he continued to do so, and arriving at the colliery before daylight, went there and fell down a deep hole and was killed.

Held, that the accident was due to disobedience of a prohibition and that the prohibited act was not done for the purposes of and in connection with the employer's trade or business, and therefore did not arise out of the employment.—DAVIES *v.* GWAUN-CAE-GURWEN COLLIERY, *C.A.*, 882.

5. *Collier Travelling Home by Train—Railway Tickets Issued by Employers at Reduced Rates—Payment for Tickets Deducted from Wages—Workmen's Compensation Act*, 1906, *s.* 1, *s-s.* (1).—A miner travelling home from work by train was injured in an accident. The train was provided for the workmen by the railway company and paid for by the employers who issued tickets to their workmen at a reduced rate which was deducted from their wages. Both employers and workmen indemnified the railway company against liability for accident.

Held, that there being no obligation on the miner to use the train, the accident did not arise in the course of his employment, and, therefore, the miner was not entitled to compensation.—ST. HELEN'S COLLIERY *v.* HEWITSON, *H.L.*, 163; 1924, A.C. 59.

6. *Miner Employed on Haulage—Death caused through disobedience to Prohibition—Verbal Prohibition of Dangerous Practice—Breach of Duty Taking Workman Outside Scope of Employment—Workmen's Compensation Act*, 1906, 6 *Edw.* 7, *c.* 58, *s.* 1 (1)—*Coal Mines Act*, 1911, 1 & 2 *Geo.* 5, *c.* 50, *s.* 43 (2).—Under s. 43 (2) of the Coal Mines Act, 1911, and regulations made thereunder, no person is allowed to ride on a tub or train of tubs in a mine where the haulage of the tubs is by mechanical power, except men engaged in attaching or detaching tubs to or from the haulage rope where it is moving at a speed not greater than three miles an hour. A workman who came within the statutory exception was killed by accident, either through mounting or riding on a tub in a low narrow working. There was evidence that the workman and all others in the mine had orally been forbidden to attempt the practice in that particular mine. The county court judge held that the master's veto set a boundary to the employment, and the breach of it was an act taking the workman outside its scope.

Held, that as the workman was not employed to ride upon the tubs, but to walk in front of them, a transgression of the prohibition took the workman outside the sphere of the employment, and the accident did not arise out of or in the course of it.—LEIVERS *v.* BARBER & CO., *C.A.*, 457.

7. *Total Incapacity—Award of* £1 *Weekly—War Additions—Application to Redeem by Payment of Lump Sum—Legislation Subsequent to Application Making War Additions Part of Weekly Sum—Right to Redeem Original Sum Only—War Additions to Continue as Weekly Payment—Workmen's Compensation Act*, 1906, 6 *Edw.* 7, *c.* 58, *First Sched., par.* 17—*Workmen's Compensation Act*, 1923, 13 & 14 *Geo.* 5, *c.* 42, *s.* 1—*Interpretation Act*, 1889, 52 & 53 *Vict. c.* 63, *s.* 38.—In April, 1914, a workman received an injury, resulting in total incapacity and an award of compensation at the rate of £1 per week. The Workmen's Compensation (War Additions) Acts of 1917 and 1919 raised this amount to £1 15s. On 23rd December, 1923, the employer filed an application in the county court, to redeem the payment, under para. 17 of the First Sched. to the Workmen's Compensation Act, 1906, which provides that the employer may redeem the payment by payment of a sum sufficient to purchase for the workman an annuity equal to three-quarters of the weekly payment. On 1st January, 1924, the Workmen's Compensation Act, 1923, came into force, and it enacted, by s. 1, that the War Additions Acts were repealed, but that any addition should continue in force in the case of awards for total incapacity, and that in such cases "the addition shall, for all purposes, be treated as if it were part of the weekly payment." On 18th February, 1924, the employer's application came on for hearing, and an order was made for the redemption of the award of £1 per week. The workman appealed, contending that the Act of 1923, having come into operation before the hearing, the additions were "for all purposes" part of the payment, and the employer could only redeem the whole sum of £1 15s. per week. The employer contended that he could redeem the £1, and therewith terminate his liability, as the 15s. was an addition, and there could not be an addition which had ceased to exist in respect of a payment which had also ceased to exist.

Held, that by s. 38 (2) (*b*) and (*c*) of the Interpretation Act, 1889, the coming into force of the Act of 1923 on 1st January, 1924, did not affect rights previously existing, and as the employer had previously filed his application to redeem the award of £1 per week, that was the sum which he was entitled to redeem.

Held, further, that the Interpretation Act, 1889, operated in favour of the workman as well as of the employer, and therefore the right of the workman to receive the 15s. a week still continued.—COSTELLO *v.* BROWN, *C.A.*, 813.

including an arbitration agreement whether referring to present or future differences which is valid in virtue of the said article and capable of being carried into effect, shall refer the parties on the application of either of them to the decision of the arbitrators.

Such reference shall not prejudice the competence of the judicial tribunals in case the agreement or the arbitration cannot proceed or become inoperative.

5. The present Protocol, which shall remain open for signature by all States, shall be ratified. The ratifications shall be deposited as soon as possible with the Secretary-General of the League of Nations, who shall notify such deposit to all the signatory States.

6. The present Protocol shall come into force as soon as two ratifications have been deposited. Thereafter it will take effect, in the case of each Contracting State, one month after the notification by the Secretary-General of the deposit of its ratification.

7. The present Protocol may be denounced by any Contracting State on giving one year's notice. Denunciation shall be effected by a notification addressed to the Secretary-General of the League, who will immediately transmit copies of such notification to all the other signatory States and inform them of the date on which it was received. The denunciation shall take effect one year after the date on which it was notified to the Secretary-General, and shall operate only in respect of the notifying State.

8. The Contracting States may declare that their acceptance of the present Protocol does not include any or all of the undermentioned territories; that is to say, their colonies, overseas possessions or territories, protectorates or the territories over which they exercise a mandate.

The said States may subsequently adhere separately on behalf of any territory thus excluded. The Secretary-General of the League of Nations shall be informed as soon as possible of such adhesions. He shall notify such adhesions to all signatory States. They will take effect one month after the notification by the Secretary-General to all signatory States.

The Contracting States may also denounce the Protocol separately on behalf of any of the territories referred to above. Article 7 applies to such denunciation.

CHAPTER 40.

WORKMEN'S COMPENSATION (SILICOSIS) ACT, 1924.

An Act to amend the Workmen's Compensation (Silicosis) Act, 1918. [*7th August*, 1924.

Be it enacted, etc. :—

1. *Amendment of 8 & 9 Geo. 5, c. 14, s. 1.*]—Section one of the Workmen's Compensation (Silicosis) Act, 1918, shall have effect subject to the following amendments :—

(1) The proviso to subsection (1) (which restricts the cases in which compensation may be paid where the silicosis is accompanied by tuberculosis) shall be omitted :

(2) In subsection (2) (which relates to the scale of compensation) for the words "disablement due to silicosis unaccompanied by tuberculosis" there shall be substituted the words "disablement due to "silicosis or silicosis accompanied by tuberculosis" ;

(3) In paragraph (*d*) of subsection (3) (which relates to the appointment, remuneration, duties and powers of medical officers and advisory medical bodies) after the words "medical officers" there shall be inserted the words "medical boards" :

(4) In paragraph (*e*) of subsection (3) for the words "and for the sus- "pension from employment of workmen who are found to be suffering "from silicosis or from silicosis accompanied by tuberculosis" there shall be substituted the words "and for the suspension from employment of "workmen who are found at any time to be suffering from silicosis or "tuberculosis, or silicosis accompanied by tuberculosis, or who, when "first medically examined in pursuance of the scheme, are found "unsuitable for work in the industry or process by reason of their failure "to satisfy such requirements with respect to physique as may be "prescribed by the scheme" :

(5) In paragraph (*f*) of subsection (3) (which relates to the supplemental matters which may be included in a scheme) after the words "supplemental matters" there shall be inserted the words "including provisions "as to the determination of disputes arising between employers and the "authority administering the fund."

2. *Short title.*]—This Act may be cited as the Workmen's Compensation (Silicosis) Act, 1924, and the Workmen's Compensation (Silicosis) Act, 1918, and this Act may be cited together as the Workmen's Compensation (Silicosis) Acts, 1918 and 1924, and the Workmen's Compensation Acts, 1906 to 1923, and this Act may be cited together as the Workmen's Compensation Acts, 1906 to 1924.

INDEX TO STATUTES.

13 & 14 GEO. 5.—1923 (SESSION 2).

14 & 15 GEO. 5.—SESSION OF PARLIAMENT 1924.

VALUATIONS.—

Never a day passes at Piccadilly (Calder House) without two or three disappointed vendors telling me of how much their jewels, etc., were valued at for PROBATE. Often those "who profess and call themselves Valuers," *e.g.*, will value a tiara for £1,000 which will only produce at a forced sale £400. They are either incompetent or think more of increasing their fees, because often it is so much per cent.—and the "more the merrier." They have little or no sympathy with the beneficiaries, who usually have to pay very heavy death duties. It is not so very long ago that I went to Scotland to value jewels and silver, which I fixed at £23,000 for a sale at AUCTION. But, alas! an Edinburgh firm had valued the same property for PROBATE at £40,000. The new Laird very naturally expected about £50,000, thinking rightly that a Probate valuation should be 10 per cent. to 20 per cent. less than the goods would realise at a forced sale. The Edinburgh firm were then told of the wide difference. They maintained they were right; and through their incompetency, or love of "shekels," they deprived me of the sale of most of the goods. I would not allow my saleroom to be the scene of a fiasco and everything bought in, so my fee was paid and most of the goods went to a firm quite close, who can sell fine old books and manuscripts far better than jewels and plate. The sequel as I predicted: nearly every lot bought in. Later, a good deal of it found its way to my rooms, and one diamond cross alone sold for £1,750. I believe this item was valued for Probate at £2,500. I repeat, I have daily cases of this kind, but generally on a much smaller scale. I occasionally see a firm of valuers advertising for men who can value ancient silver, jewels, porcelain, pictures, antique furniture, etc. I maintain there is no man living who can personally do the lot—hence the frequency of the advertisement, which tells its own tale. Huge concerns, and their assistants who have left them and started on their own account, make some awful blunders. Sometimes I go over their work, and the combination of "SIDE" AND IGNORANCE IS APPALLING. I have seen a piece of jewellery valued for £1,500 worth £40 only, and electro-plate described as silver Charles II silver as George III, and *vice versa*. EXPERTO CREDE is the advice of the Editor of *Truth*. I well remember a prince of the banking world saying to me: "Mr. Hurcomb, I have no desire to deprive the Chancellor of the Exchequer of his just dues, neither do I wish to pay too much. I wish you to make this valuation perfectly straight and above board." I politely told the banker that was the only way I could do the work. The property worked out at £22,000 (all jewels). When the list was inspected, the banker noted that I had priced emeralds at £400 that had cost £75 thirty years before, and a pearl necklace at £1,400 that had cost £200 many years before. On the other hand, the rubies had gone down just as much the other way. It did not take me long to convince the banker that I knew my business. Result of sale about £25,000. I was complimented on my judgment, and no end of work has followed from other banks through this recommendation. It is not always that after a death the treasures—jewels, porcelain, silver, pictures, objects of art, etc.—are sold. And there are some valuers and even some lawyers, who lose sight of this—that on some works of art, etc., no death duties are payable. If silver, it should be well over 150 years old; pictures, prints, books, manuscripts and other things not yielding income which appear to the valuer to be of national, scientific, historical or artistic interest, and which the Treasury admit to be heirlooms, are EXEMPT, and it is usual, in their case, to make a separate inventory A good definition of what would be considered suitable: Any piece of antique jewellery, silver, porcelain, furniture, manuscript, etc., etc., that was worthy of purchase by or, which the Victoria and Albert Museum would accept as a gift; or, in the case of a picture, if the National Gallery would purchase or accept it. These would be exempt. Many a valuation has been made and lawyers failed to advise their clients, and allowed full duty to be paid on the whole bag of tricks. This information may be invaluable to you, and I hope, in return, you will think of me when you need your work done properly. I generally like to have a little humour in my copy, so will repeat a little story which I told in *Country Life* a year ago:—

One of a pair of George II. plain water jugs sold for £237 7s. 6d.

The story told at the Schoolmasters' Conference the other day is an amusing instance of the brightness and resource so often found in the London boy. The story goes: A London office-boy, who was transferred to a Liverpool insurance office, was approached one day by a funereal person, and asked the stranger what he could do for him in the way of insurance—life, annuities, fire or anything else. "Can you insure the immortal soul?" mysteriously asked the stranger. "I am not quite certain," replied the youth, "but if you will take a seat I will ask the manager of the fire department."

An eminent Monsignor, whom I had been summoned to wait on at the Presbytery adjoining his church, greeted me very heartily by shaking both hands, saying how delighted he was to see me. He had read a lot about and felt quite happy about me. "Why?" I queried. "Because I know you are such a good chap that you will not frizzle away in hell." I was certainly rather shocked. The object of my visit was to arrange the sale of the effects of a Bishop who had passed away. During his lifetime the Bishop had insured, through another firm, his pictures and objects of art for £10,000, and at his death they were to be sold and the proceeds devoted to the purchase of annuities for his nephews and nieces. I tried all I could to avoid a tragedy, but the more I tried to convince the aged Bishop that the things were greatly over-valued, the more obdurate he became. The sequel of my visit to his executor and the subsequent sale resulted in £200. This is only an instance of what I frequently discover. Many ancestral homes of England, many modest flats and small houses, are over-insured for Probate and insurance, and many, on the other hand, are under-insured. I had the distinction of valuing the contents of Arundel Castle and Norfolk House when the late Duke died, and with my able staff of experts have done as much of this kind of work as any modern firm. The fixed income classes so heavily hit by taxation can, perhaps, ill afford to pay my maximum charge of 1 per cent. for a valuation, but nearly always it happens that we discover something of value, of no possible use to the owner, which, when sold, more than covers the fee. Sometimes it may be just a foreign or old English stamp, a little cup and saucer, a small needlework picture or a needlework cover on an old chair in the lumber-room, or a small engraving which would never be missed. For this 1 per cent. the jewels and silver would be inspected by one expert, pictures, engravings, old porcelain by another, and household furniture by a third. A reduced scale of charges for properties of over £5,000. In last week's *Truth* attention was drawn to the fact that I had overheard that some of the West End buyers, shopkeepers and others intended issuing writs because I illustrate and advertise the high prices I secure for silver, porcelain, furniture, etc. I have had the advice of counsel and it appears there may be grounds for complaint, but the would-be writ issuers will have to prove that they have sustained a loss on the re-sale resulting from the publicity. I suppose the real grievance is it is considered unfair. For example, take the jugs illustrated (or, rather, one of them). Suppose the buyer charged a rich American £1,000 for them, and the latter saw that I had sold them for less than a fourth of that sum. Methinks I can hear Uncle Sam saying: "Some profit!" Sometimes the boot is on the other foot. About two years ago, or more, the authorities of a great museum were asked to purchase or report on what appeared to be a genuine antique. They rejected it twice. It was brought to me with a reserve of £2 10s. I knocked it down for £5. Recently, it has been most profusely illustrated in a great picture paper as a priceless gem, and probably a hundred pounds (or two) would not buy it. But all is not gold that glitters.

There is a wonderful picture paper published at 2s. 6d., *The Connoisseur*. In an issue about two years ago, practically all the silver illustrated came from my rooms, so it is not to be wondered at that the buyers feel a bit sore when my identical articles appear illustrated in the same issue. It is a wee bit awkward! But it brings more grist to the mill—and, incidentally, more goods for the buyers. I know that many have made vows never to attend my rooms, both Jew and Gentile. But they all come, because I am securing and selling more PRIVATE JEWELS AND SILVER than all the London auctioneers put together. Seven hundred principal lots have reached over *Half-a-million sterling*. So I say: Let them all come.

Only last week a lady remarked how cleverly the art buyers of the last fifty years had been able to create a craze and change the fashion for first one kind of picture, then another—and found their dupes in Lord Tomnoodle or Mr. Potsmoney. If you only knew, they are as adept at it as the creator of fashion can make a hobble skirt—or crinoline—come in favour—or tight lacing, etc. Most successful men, whether it be in business or politics, or what not, have much to put up with. It would not surprise me to hear that the Society for the Protection of the "Antique Trades" has had my name on the agenda. Some time ago another society challenged me. Incidents like these described awaken, it seems, a good deal of incredulity in the minds of business rivals, and I was challenged by the National Association of Goldsmiths to supply them with proof of three statements which had appeared in my advertisements in *Truth*. The first inquiry was for the name and address of a widow in Devonshire upon whom I called at a rectory and selected from her belongings one article for disposal in the Piccadilly auction room. The article was a china bowl. The widow said: "Don't let it go for less than £5, because ——" (mentioning the name of a local auctioneer) "offered me that sum for it." I sold it for £92. The second statement challenged was in regard to another lady who had handed me a collection of foreign stamps, with a remark that if she received £40 for it she would be quite satisfied. She received £140. The third was a request for particulars of the sale of a dressing-case with silver fittings, which I stated I had sold thirteen months before for £3,300.

I welcomed the challenge and invited the secretary of the National Association of Goldsmiths to come to my office. The invitation was accepted, and any doubts the secretary may have had were speedily set at rest by production of evidence that the questioned statements were absolutely accurate in every particular.

THE CLEVELAND HEIRLOOMS—formerly at Raby Castle—now at NEWTON COURT, OLD WINDSOR. Having received instructions from the Trustees, I shall sell these, comprising Silver, Pictures, Porcelain, Furniture and Fine Old Glass, together with the entire contents of the Mansion, on MONDAY, 12TH MAY, 1924, and four following days. Full particulars next week. Representatives will be motoring to the following places during the current month: Anglesey, Abergele, Aldwick, Bangor, Bracon, Bala, Blackpool, Bardon Mill, Barnard Castle, Brayton, Birmingham, Bromborough, Beverley, Brough, Berwick, Broxton, Burnley, Bicester, Barford, Brockenhurst, Beaumaris, Bedlington, Campden, Cardiff, Cornhill, Coventry, Cheltenham, Carnarvon, Clacton, Colwyn Bay, Church Stretton, Cambridge, Gateshead, Grimsby, Guisborough, Gloucester, Kidderminster, Keswick, Hockley, Harpenden, Hereford, Llanelly, Llangollen, Liverpool, Lytham, Leamington, Leeds, Lincoln, Leominster, Leicester, Machynlleth, Matfield, Malvern, Minehead, Marlborough, Mold, Manchester, Nottingham, Newcastle, New Ferry, Norwich, Newquay, Northampton, Oxford, Port Talbot, Padstow, Painswick, Preston, Portland, Pontypridd, Rhyl, Ruabon, Redhill, Salisbury, Stockton, St. Bees, Swansea, Sunderland, Scarborough, Skegness, Stoke-on-Trent, Shrewsbury, Stratford-on-Avon, Southport, Sheffield, Sutton Coldfield, Sidcup, Street, Stevenage, Tenby, Thornaby, Taunton, Truro, Tewkesbury, Ullswater, Ulverston, Worcester, Windermere, Walsall, Wrexham, Worsley, Wolverhampton, Weston-super-Mare, Whitchurch (Hants), Buckfast, Bath, Bradford, Chigwell, Lee-on-the-Solent, Andover, Marlow, Tring, St. Albans, Eastbourne, Chudleigh, Kingswear, Stroud, Lydbury, Bromley, Penyffordd, Colne, Codford, Kingsbridge, Dartmouth, Tiverton, Bude, St. Annes-on-Sea, Christchurch, Rugby, Ambleside, Cheddar, Bootham, Exmouth, Newton Abbot, Brookthorpe, Halesworth, Huddersfield, Rochester.

Those wishing to know the value of their jewels, pearls, plate, pictures, porcelain, antique furniture, books, fiddles, postage stamps, furs, if unable to call at my office, are advised to write and ask my representatives to call when motoring in their vicinity. For a fee of 21s. they will give you useful information.

Weekly Auction Sales of Pearls, Diamonds, Emeralds, Old Silver, Sheffield Plate. No Buying-in Charges. Parcels Safe Registered Post.

By the way, I am often asked to take up Residential Estates and the management and sale of properties, and have decided to develop this Branch, and shall be glad to receive particulars of any properties for this purpose on the usual terms.

W. E. HURCOMB, Calder House (entrance 1, Dover street), Piccadilly, London, W.1.

'Phone: Regent 473. **HURCOMB**

HOSPITALS AND CHARITABLE INSTITUTIONS.

BRITISH HOME AND HOSPITAL FOR INCURABLES.

Crown-lane, Streatham, London, S.W.16.

Founded for the Relief of Sufferers of the MIDDLE CLASSES.

LEGACIES, SUBSCRIPTIONS, and DONATIONS

much needed and earnestly solicited.

Patroness—HER MAJESTY QUEEN ALEXANDRA.
Patron—HIS ROYAL HIGHNESS THE PRINCE OF WALES.
President—His Grace The DUKE OF PORTLAND, K.G.
Secretary—EDGAR PENMAN.
OFFICES—72, CHEAPSIDE, LONDON, E.C.2.
Bankers—BARCLAYS BANK LIMITED.

The Royal Merchant Seamen's Orphanage,

BEAR WOOD, WOKINGHAM.

(Formerly of Snaresbrook.)
FOUNDED 1827.

PATRON:
His Majesty THE KING.

TREASURER:
Lord INCHCAPE, G.C.S.I., G.C.M.G., &c.

CHAIRMAN:
Sir THOMAS L. DEVITT, Bart.

Three thousand seven hundred and eighty-eight orphan children of captains, officers and men of the Mercantile Marine have been brought up in these Schools, and three hundred and eighteen are at present in residence, including nearly one hundred whose fathers lost their lives by enemy submarines and mines.

Upwards of seven hundred men commanding and officering Merchant Vessels that stood between the nation and famine during the war received their training in this National Institution.

Contributions will be thankfully received.

Secretary: F. W. RAWLINSON, C.B.E.
Offices: Dixon House, Lloyd's Avenue, London, E.C.3.

LEGACIES.

The Salvation Army requires £500,000 a year for the maintenance of its 10,000 centres of work, each one of which is in daily operation, and for necessary extensions.

Funds are thus urgently needed to enable General Booth to carry on the Army's great work among the Outcasts.

Gifts may be earmarked for any special branch, such as the General Evangelical Work of the Salvation Army, or for its Social Work amongst the poor, Rescue and Child Welfare Work, Homes for Boys and Girls in difficult circumstances, Missionary Work, Work amongst Lepers, Medical and Educational Work in Eastern Countries.

LEGACIES ARE SPECIALLY REQUESTED.

Legacy Forms, Reports and Annual Balance Sheets, which have always been published, sent on application.

Cheques should be crossed "Bank of England, Law Courts Branch," and sent to General Booth.

THE SALVATION ARMY,

Queen Victoria Street, London, E.C.4.

Foundling Hospital

23,749 UNWANTED CHILDREN

have been Maintained, Educated, and made into Useful Citizens.

Help by Donation or Legacy earnestly solicited.
R. H. NICHOLS, SECRETARY, FOUNDLING HOSPITAL, GUILFORD STREET, W.C.

THE CANCER HOSPITAL (FREE).

FULHAM ROAD, LONDON, S.W.3.

(Incorporated under Royal Charter.)

NO LETTERS. NO PAYMENT.

The Only Special Hospital in London For the Treatment of Cancer.

Fully equipped and specially staffed for the better treatment and research into the causes of cancer.

A certain number of beds are provided for advanced cases, who are kept comfortable and free from pain.

DONATIONS AND LEGACIES ARE EARNESTLY SOLICITED.

Funds are Needed for the Research Institute and for the Electrical and Radio-Therapeutic Departments.

Bankers—Coutts & Co., 440, Strand, W.C.2.
Secretary—J. Courtney Buchanan, C.B.E.

MORAVIAN MISSIONS.

For nearly 200 years Moravian Missionaries have carried the Gospel to the darkest places of the earth.

Their self-denying, pioneering, Protestant labours have been, and are being, greatly blessed among the heathen.

An increased annual income of £2,500 needed for re-occupation of Mission Stations in E.C. Africa.

LEGACIES AND CONTRIBUTIONS

much needed and earnestly solicited. Address, The Rev. EDGAR SWAINSON, London Association in aid of Moravian Missions, 7, New Court, Lincoln's Inn, W.C.2.

LEGACIES

are earnestly solicited in favour of the

ALEXANDRA ORPHANAGE

(Incorporated as the Orphan Working School and Alexandra Orphanage),

OF MAITLAND PARK, HAVERSTOCK HILL, N.W.3,

which maintains over 300 Orphan Children from all parts of the country.

President: H.R.H. The Prince of Wales, K.G.
Treasurer: The Rt. Hon. Lord Marshall, P.C., K.C.V.O
Full particulars and Form of Bequest from the Secretary: Mr. Fred. J. Robinson, A.C.I.S., 73, Cheapside, E.C.2.

FOUNDED 1860.

PLEASE HELP WITH DONATION OR LEGACY.

THE DOGS' HOME BATTERSEA.

Patron: HIS MAJESTY THE KING.

The Largest Institution for Stray Dogs and Cats.

Secretary: G. GUY S. ROWLEY.

INDUSTRIAL TRAINING FOR
BLIND AND CRIPPLED GIRLS
In connection with

JOHN GROOM'S CRIPPLEAGE AND FLOWER GIRLS' MISSION

(Registered under the Blind Persons Act 1920). Incorporated. Formerly known as Watercress and Flower Girls' Christian Mission
Supt. and Sec., ALFRED G. GROOM,
The Cripplegate, Sekforde-street, London, E.C.
Treas., ERNEST J. LOVELL, Esq. *Bankers*, BARCLAY & CO.
Afflicted Girls are received from all parts of the Kingdom without payment or votes, and are trained to become self-supporting.
Subscriptions, Donations and Testamentary Bequests are earnestly appealed for.

SPURGEON'S ORPHAN HOMES,

STOCKWELL, LONDON, S.W.9.
Seaside Home Branch: BIRCHINGTON-ON-SEA.
President and Director, Rev. CHARLES SPURGEON.
Vice-President & Treasurer, WILLIAM HIGGS, Esq.

A HOME and SCHOOL for 500 FATHERLESS CHILDREN, and a Memorial of the Beloved Founder, C. H. Spurgeon. No votes required. The most needy and deserving cases are selected by the Committee of Management.

Contributions should be sent to the Secretary, F. G. LADDS, Spurgeon's Orphan Homes, Stockwell, London, S.W.9.

NOTICE TO INTENDING BENEFACTORS.—Our last Annual Report, containing a Legal Form of Bequest, will be gladly sent on application to the Secretary.

WOMAN'S MISSION TO WOMEN.

The Missionaries visit the Streets, Hospitals, Infirmaries, Police Courts, &c., seeking to save erring women.

Results most encouraging. Funds urgently needed.

Bankers:
Messrs. BARCLAYS BANK, LTD., 95, Victoria St., S.W.1
Office:
VICTORIA HOUSE, 117, VICTORIA STREET, S.W.1.
Secretary: ARTHUR J. S. MADDISON.

SAVE THE CHILDREN.

CHILDREN'S AID SOCIETY.

President: LORD ABERDARE.

2,000 saved from misery or distress yearly.

Bankers: Messrs. BARCLAYS BANK, LTD., 95 Victoria Street, S.W.1.
Office: Victoria House, 117, Victoria Street, S.W.1.
Secretary: ARTHUR J. S. MADDISON.

The Solicitors' Journal
and Weekly Reporter.

[REGISTERED AS A NEWSPAPER.]

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LEGACIES AND CONTRIBUTIONS
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(Formerly of Snaresbrook.)
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CHAIRMAN:
R. J. LESSLIE, Esq.

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Offices: Dixon House, Lloyd's-avenue, London, E.C.3.

THE ROOF THAT COVERS THE COUNTRY

East, West, North and South are the scattered Branches of the National Children's Home and Orphanage. Each has its ever open door and hospitable fireside.

An ever open door means a never ceasing effort to find safe shelter and proper care for the thousands of boys and girls whose need is the only passport they are ever asked to produce.

National Children's Home and Orphanage
(Principal: Rev. W. HODSON SMITH)
104/122, CITY ROAD, LONDON, E.C.1.
29 Branches. 4,000 Children.
General Treasurers: Sir CHAS. C. WAKEFIELD, Bt., C.B.E. Sir THOS. BARLOW, Bt., M.D., F.R.S.

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(FREE).

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Secretary—J. Courtney Buchanan, C.B.E.

Royal Northern Group of Hospitals
HOLLOWAY——CITY ROAD——SOUTHGATE——CLACTON.

ANNUAL EXPENDITURE - - - £85,000
INCOME from INVESTMENTS only - £2,700

Please send a donation to this most needy Group of Institutions. GILBERT G. PANTER, Secretary, Royal Northern Hospital, Holloway, N.7.

HELP TO SERVE A MILLION PEOPLE.

INDUSTRIAL TRAINING FOR
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